

Schedule 4.10(d)
Notices and Approval for Contracts

None

Schedule 4.10(f)
Related Party Transactions

Services Corporation has entered into a lease agreement dated 8/31/1996, as modified, with 233rd Street Realty Corp. 233rd Street Realty Corp is owned by Richard Naclerio.

Schedule 4.11
Consents and Approvals

None

Schedule 4.12
Powers of Attorney

None

Schedule 4.13
Litigation of the Sellers

Case Number	Caption of Suit	Nature of Proceeding	Court or Agency and Location
09 CV 00010	Alexis Pena, by his m/n/g, Victoria Trejo v. USA and SSMC	Alleged Medical Malpractice Claim	SDNY
12 Civ. 3614	Howard Gale v. Smith & Nephew, Inc., SSMC, Specialty Orthopaedics, PLLC, Dr. Steven Zelicof, Dr. Vaishsfee R. Shukla, Dr. Ognian I. Boulev, Dr. Michael S. Ackerman, Dr. Yigal Samoch, Dr. Ira Novich, P.A. Courtney Kuhn, P.A. Craig S. Steinberg, P.A. Michael J. Cicatelli, Nurse. J. Delacruz, Nurse K. Miller, Nurse D. Brown, Nurse Vennetta L/ Doles and Nurse C.D.	Alleged Medical Malpractice Claim	SDNY
Index No. 11251/08	Jocelyn Carter, as Admin. of the Estate of Brian Bennett, deceased v. Dr. Katayun Mama, Elizabeth Mellia, RN, and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 11681/09	Giovanna Morales v. Dr. Lorecell A. Quintos, Dr. M. Wm. Sloan, Dr. Enyoma Nwankpa, Dr. Chaudry Hameed, Dr. Bruce Walsh, Dr. V. Botabula and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 1412/09	Aaron Murray v. Westchester County Health Care Corp. and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 1592/05	Louis J. Galgano v. Dr. Donald Scott Miller, Westchester Heart Specialists, LLP, Dr. Jeffrey Lederman, SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 16152/05	Yordi Guerra, by his m/n/g, Lilian Guerra v. SSMC, Dr. Kevin Meacham, Dr. Romelle J. Maloney, Dr. Jennifer Harper and Dr. Tristan DaChuna	Alleged Medical Malpractice Claim	Sup. Court of Bronx County
Index No. 16643/09	Salvatore Porretto, Individ. and on behalf of the Estate of Josephine Porretto and Stephen Porretto v. Dr. Maddu S. Rangraj, Dr. Venkatesh Sasthakinar, Dr. Amirhissein Paymon Mahfoofi, SSMC a/k/a SSHS	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 17575/10	Mary Maher and William Maher v. Dr. Michael A. Mecca, Dr. Ira S. Novich, New Rochelle Radiology Associates, P.C., Dr. Erica Krauss, Dr. Remus Moucha, Dr. Hillary Biberman, Manor Medical Offices, P.C., and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 18821/09	Ronald Harris & Cynthia Harris v. SSMC, Dr. Richard Karanfilian and Dr. James McWilliam	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 20380/12	Loretta Dolphus and Nathaniel Graham v. SSMC and TMVH	Alleged Medical Malpractice Claim	Sup. Court of Bronx County
Index No. 20913/05	Lizette Rodriguez, m/n/g of Trinity Jenkins and Lizette Rodriguez v. SSMC, Dr. "John" Moneke, Dr. Lorcelli Quintos; Lorcelli Quintos, M.D. P.C., Dr. Jennifer Harper and Jennifer Harper, M.D. P.C.	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 21161/09	Pedro U. Gonzalez v. SSMC and The Winifred Masterson Burke Rehanilitation	Alleged Medical Malpractice Claim	Sup. Court of Westchester County

	Hospital		
Index No. 21731/11	Leslie Trammell and Tracey Mitchell, as Admin. of the Estate of Kathy M. Berryman v. Dr. Peter Efor Nnaemeka, Dr. Raheel Shafi, Dr. "John/Jane" Rivera, Nurse Peta Ann Gayle, Nurse Elaine Podszus, and SSMC,	Alleged Medical Malpractice Claim	Sup. Court of Bronx County
Index No. 22877/12	John Lombardi v. Dr. Bernard Bernhardt, Dr. Elizabeth Phillips, Dr. Warren Geisler, Dr. Howard Kivell, Dr. Stephen C. Klass, Dr. Marc R. Samolsky, Advanced Oncology Associates, LLP, medical Renal Associates, P.C., Associates for Urologic Care, P.C., Stephen C. Klass MD, P.C., SSMC, Emergency Medical Associates, PLLC, Emergency Medical Association-Sound Shore, PLLC and Emergency Medical Associates/CHS, LLC	Alleged Medical Malpractice Claim	Sup. Court of Bronx County
Index No. 23006/12	Toure Edjang, An Infant by Kushana Peat-Edjang and Deogracias Edjang, Her parents and atural guardians, and Kushanan Peat-Edjang and Decgracias Edjang, Individually, v. Dr. Rozafa L. Pali, Dr. Kevin L. Meacham, Dr. Scott M. Sickles, Dr. Jeffrey Stein, SSMC, Emergency Medical Associates, PLLC, Emergency Meedical Association-Sound Shore, PLLC, Emergency Medical Associates/CHS, LLC, and We Care Women's medical Services, P.C.	Alleged Medical Malpractice Claim	Sup. Court of Bronx County
Index No. 23331/05	Anthony Garrio v. Montefiore Hospital, SSMC and Dr. Michael Palmeri	Alleged Medical Malpractice Claim	Sup. Court of Bronx County
Index No. 23369/05	The Estate of Desiree Weeks by Brenda Phillips, Ebony Coleman by Brenda Phillips, Brian Weeks by Brenda Phillips and Brenda Phillips v. Dr. Peter Fauci, Dr. Morton Hantman, SSMC and Dr. Shelly Weiner	Alleged Medical Malpractice Claim	Sup. Court of Bronx County
Index No. 24358/10	Jorge Joanen v. Dr. Joseph Ponticello, Dr. Edward Gundy, Dr. Robert Cristofaro, SSMC and The Westchester Medical Group	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 24409/99	Amari Sherrill, by his m/n/g Marie Ferguson and Marie Ferguson v. SSMC, Dr. Lorceli A. Quintos, Dr. Johannes Hermanto, Dr. Jean Claude Germain, MV Neighborhood Health Center	Alleged Medical Malpractice Claim	Sup. Court of Bronx County
Index No. 26285/09	Denise Colombo and John Colombo v. New Rochelle Medical Services, P.C., Dr. Cheryl Y. Counsel, Olga Waters, P.A., Dr. Amy Levav; Dr. Maritza Cruz; Hudson Valley Radiology Associates, PLLC, Central Imaging Associates, PLLC, Dr. Robert F. Mackey, Dr. Nelville Glajchen, Dr. Peter A. Fauci and Peter A. Fauci Jr., M.D., P.C.	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 26856/10	Dalai Maruri, by her m/n/g Arminda Mauri and Arminda Mauri v. Janice	Alleged Medical Malpractice Claim	Sup. Court of Westchester County

	Bistriz, N.P., SSMC and Sound Shore Children's Medical Group		
Index No. 27658/10	Greg Foster, as Admin. of the Estate of Geneva Ackridge v. SSMC and Dr. Bruce Walsh	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 306572/08	Carmen Nieves v. Dr. Michael Palmeri, Michael Palmeri M.D., P.L.L.C, Richard Alan Cohen, P.A., "John/Jane" Steinberg, P.A. and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Bronx County
Index No. 306725/08	Patricia Henry as Administratrix of the Estate of Verda Henry v. SSMC, Dr. Shashiskekhar Palekar, and Palekar Family Medical Services, P.C.	Alleged Medical Malpractice Claim	Sup. Court of Bronx County
Index No. 308459/12	Sergio Lopez, as Administrator of the Estate of Tara Lopez v. NYC Fire Department, Ambulance of NYC, City of New York, Montefiore Medical Center, SSMC and Dumont Center for Rehabilitation and Nursing Care	Alleged Medical Malpractice Claim	Sup. Court of Bronx County
Index No. 309022/10	Gloria Felton. As Admin. of the Estate of Pearl Felton v. Montefiore Medical Center and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Bronx County
Index No. 310119/11	Rose Zair v. Dr. Seth Gendler, Dr. Robert Santopietro, Dr. Sherrilyn Detiquez, Dr. Vivek Lingiah, SSMC and Dr. "John/Jane" Habib	Alleged Medical Malpractice Claim	Sup. Court of Bronx County
Index No. 38010/09	William P. Furey, as Executor of the Estate of Virginia T. Greco, Deceased v. Sunrise Senior Living, Sunrise Senior Living, Inc., Sunrise Senior Living Management, Inc., Sunrise Senior Living Services, Inc., Sound Shore Medical center of Westchester, Sound Shore Medical Center, Jewish Home Lifecare, SRN Corporation and Sarah Neuman Center for Healthcare and Rehabilitation The Jewish Home and Hospital	Alleged Medical Malpractice Claim	Sup. Court of Suffolk County
Index No. 4083/11	Bernadette Falletta v. Dr. Robert Yarrish, Dr. Douglas Kaiden, Dr. Prasanta Basak and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 4186/11	Walter L. Brown, as Admin. of the Estate of Dovie L. Patterson, and Walter L. Brown v. SSMC, Helen & Michael Schaffer Extended Care Center and SSHS	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 4546/10	Joane Faraone, as Admin. of the Goods, Chattels and Credits of the Estate of Amelia A. Marra v. Dr. Madhu S. Rangraj, Dr. Leonard Maffucci, Dr. Venkatesh Sasthakonar Esackimuth, Dr. E. Aquista, Sound Shore Surgical Associates of New Rochelle, LLP, Dr. Joseph E. Casino, Dr. Michael Mandel, Pulmonary and Sleep Specialists of Southern Westchester, LLC, Dr. George Joseph Stivala, Dr. Aaron , Dr. Firas Abdulheim Hamdi, Dr. Samer Arab, Dr. Daniel Paul Hoffman and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County

Index No. 50006/11	Maria DiFatta, as Admin. of the Estate of Mario DiFatta v. Dr. Richard Karanfillian, Dr. Anton Galitsky, Dr. Katayun Mama, Dr. Ligija Rociunas, Dr. George Stivala, Dr. Vincent A. Cirillo, Dr. Hershel Ozick and SSMC/Sound Shore Medical Systems, Inc.	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 50221/11	Emilia Prince v. Stephen Veefkind, RN and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 50322/11	Rondeen Walters v. Dr. Madhu Rangraj, Dr. Leonard Muffucci, Dr. Seth Gendler, SSMC, Sound Shore Surgical Associates of New Rochelle, LLP and Sound Shore Bariatric Surgery Center	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 50413/11	Gaetana E. Ingrassia and Joseph Ingrassia v. Dr. Brian Matier, Dr. Denise McCormack, Ann Thomas, R.N., Dr. Charles Bruce Walsh, Charles Bruce Walsh MD LLP, Sound Shore Surgical Associates of New Rochelle, LLP and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 50470/11	Patricia Nardozi, as the Admin. of the Estate of Magdaleno Ignacio Alonso Cruz and Patricia Nardozi, Individually v. SSMC, Dr. Wayne Abrahams and Dr. Ligija Rociunas	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 50982/12	Carol D'Ancona, Individually and as Administratrix of the Estate of Philip D'Ancona v. SSMC, Dumont Center for Rehabilitation and Nursing, and Dumont Masonic Nursing Home	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 51053/13	Winifred Haughey, a/k/a Una Haughey v. Dr. Mark Kindschuh and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 51100/13	Frank Allgaier v. Dr. Robert Cristoforo, Dr. John Nelson, SSMC, Cabrini Nursing and Rehabilitation Center	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 51216/13	Aurelia Herrera v. Dr. Robert Santopietro, Dr. Srikanth Parsi and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 51706/12	Clara Jackson, as Admin. of the Estate of Paul Jackson, Sr. v. Dr. Seung Ook Lee, Mohammad Ahsan, Dr. Jeffrey Lederman, Dr. Anna Kazanshaya, Dr. Steven Zelicof, Dr. Michelle Thompson, Dr. Sung Wu Sun, SSHS, Inc., Geriatric Medical Service, PLLC, Specialty Orthopaedics, PLLC, Sung Wu Sun, M.D., P.C., Wartburg Nursing Home, Inc., TMVH, SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 51925/12	Audrey Panteles and Theodore Panteles v. Dr. Benjamin Berenfeld, Specialty Orthopaedics, PLLC, and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 53891/11	Phyllis Carcia v. Dr. Keneil We Tlaang and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 53917/13	Javier Rosenzwaig, as Administrator of the Estate of Maximo Rosenzwaig, and Javier Rosenzwaig, Individually v. SSMC, MS Acquisition I, LLC d/b/a Westchester Center for Rehabilitation & Nursing, Dr. Vanessa G. Completo Buot, Dr. Christopher O. Adubor, Dr. Stephen H. Jesmajian and Dr. Daniel H. Pomerantz	Alleged Medical Malpractice Claim	Sup. Court of Westchester County

Index No. 56349/11	Rhonda Metz v. SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 5708/10	Eileen Vega v. Dr. James R. McWilliam, Specialty Orthopadics, PLLC and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 59526/11	Reinaldo Alves DaCosta v. Dr. Steven S. Klein, Steven S. Klein, M.D., P.C., and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 59576/12	Public Administrator of Westchester County as Administrator of the Estate of Perry Tucker v. Glen Island Nursing and Rehabilitation Center and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 60511/11	Sandra Weinstein and Johathan Weinstein, as parents and natural guardians of Evan Weinstein, an infant and Sandra Weinstein and Jonathan Weinstein, individually v. Nurse A. Villanueva, Dr. Victor Moneke, Dr. Mostafa S. Hassan, Dr. Stephen Piazza and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 61665/12	Martha Kathy Guadagnolo and Eugene Guadagnolo v. Dr. Seth L. Gendler	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 62564/12	Jennifer Slade v. Dr. Ashutosh Kaul, Surgical Intensivists, P.C., Dr. Tunc Aksehirli, Dr. David Cho and Westchester County Health Care Corp.	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 63386/12	Janet White by Henry White her Power of Attorney and Janet White individually v.SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 66276/12	Jean Sinatra v. SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 6698/05	Trevaun Wright by her m/n/g Tracey Wright and Tracey Wright v. Dr. Claudette Anderson, Dr. Thomas Clough, Dr. Lillian Gonzalez, Dr. Jennifer Harper, and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Bronx County
Index No. 68016/12	Sharif Washington v. SSMS and Dr. Hilton Mirels	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 6832/10	Gwendolyn Snipes v. SSMC, CAN Vanetta "Doe", Nurse "Jane Doe"	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 8349/10	Jose Salazar v. SSMC, Dr. Rameshchandra Shukla and Dr. Katayun Mama	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 12891/07	Amari Sherrill by his m/n/g Marie F Ferguson and Marie Ferguson v. Dr. Jean Claude Bermain and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 307712/11	James Ferguson and Jean Ferguson v. Dr. Melanie Moses, Dr. Herman Lubetsky, Montefiore Medical Group, Montefiore Medical Center, Dr. Robert Wilkins, Robert Wilkins, M.D., P.C. and SSMC	Alleged Medical Malpractice Claim	Sup. Court of Bronx County
Index No. 7377/07	Darlene Clanton v. Westchester Ambulatory Surgery Center, SSMC and Dr. Michael Palmeri	Alleged Medical Malpractice Claim	Sup. Court of Bronx County
CV-10-6003939	Vivian Gagliano and Philip Gagliano v. Advanced Specialty Care, PC, Joseph R. Gordon, Danbury Hospital, and Venkata Bodavula	Alleged Medical Malpractice Claim	Superior Court of Connecticut
	1199 SEIU	Breach of CBA	AAA (Labor)

Index No. 121551/06	New York Dialysis Services, Inc. and Fresenius USA, Inc. v. Sound Shore Medical Center of Westchester	Breach of Contract	Sup. Court Westchester County
Index No. 6291/11	Sound Shore Medical Center v. Romelle Maloney, M.D	Breach of Contract	Sup. Court Westchester County
Docket No. MJ- 38123-CV-0000065- 2013	Advanced Surgical v. Sound Shore Medical Center of Westchester	Breach of Contract	Commonwealth of PA; Montgomery Co.
A-022213-1077	Apogee Consulting Group, Inc. v. Sound Shore Health System, Inc.	Breach of Contract	American Health Lawyers
13-CV-0225	Boston Scientific, Corp v. Sound Shore Medical Center of Westchester	Breach of Contract	US District Court; SO. District
Index No. 53119/13	Carstens, Inc. v. Sound Shore Medical Center of Westchester	Breach of Contract	Sup. Court Westchester County
Index No. 51337/13	Complete Management Solutions, LLC v. Sound Shore Health System, Inc.	Breach of Contract	Sup. Court Westchester County
Index No. 55701/13	Health/Resources of Optimization, Inc v. Sound Shore Medical Center of Westchester	Breach of Contract	Sup. Court Westchester County
Index No. 600916/13	Mullooly, Jefferey, Rooney & Flynn, LLP v. Sound Shore Medical Center of Westchester and Sound Shore Health System, Inc.	Breach of Contract	Sup. Court Nassau Co.
12-CV-7872	National Wound Care & Hyberbaric Services Inc. v. Sound Shore Health System, Inc.	Breach of Contract	US District Crt, SD of NY
Index No. 54262/13	Peak Performance, Inc. v. Sound Shore Medical Center of Westchester	Breach of Contract	Sup. Court Westchester County
Claim. No. 002- OF4-WU4	QualCode, Inc. v. Sound Shore Health System, Inc.	Breach of Contract	AAA (commercial)
Index No. 55150/13	Smith's Medical ASD, Inc. v. Sound Shore Medical Center of Westchester	Breach of Contract	Sup. Court Westchester County
CV-443-13	Stephen Bluth, ADR, Inc. v. Sound Shore Medical Center of Westchester	Breach of Contract	City Court, City of NR
Index No. 53540/13	The Trio Company, Inc. v. Sound Shore Medical Center of Westchester	Breach of Contract	Sup. Court Westchester County
Index No. 501776/13	White Glove Placement, Inc. v. Sound Shore Health System, Inc.	Breach of Contract	Sup. Court Kings Co.
Index No. 63680/12	Zimmet Healthcare Services Group, L.L.C. v. Sound Shore Health System, Inc.	Breach of Contract	Sup. Court Westchester County
Case No. 10158460	Djoka Nikac v. Sound Shore Medical Center of Westchester	Claim of Discrimination	NYSDHR
Case No. 10158973	Macclaring Blanchard v. Sound Shore Medical Center of Westchester	Claim of Discrimination	NYSDHR
Index No. 60196/12	Globus Medical, Inc. v. Sound Shore Medical Center of Westchester	Breach of Contract	Sup. Court of Westchester County
Index No. 7494/12	Graybar Electric Co., Inc. v. The Mount Vernon Hospital, Sound Shore Medical Center of Westchester and Sound Shore Health System, Inc.	Breach of Contract	Sup. Court of Westchester County
Index No. 70203/12	New York Medical College v. Sound Shore Medical Center of Westchester	Breach of Contract	Sup. Court of Westchester County
Index No. 51091/12	NuEnergen, LLC v. Sound Shore Medical Center of Westchester, The Mount Vernon Hospital and Howe Avenue Nursing Home, Inc. d/b/a Schaffer Extended Care Center	Breach of Contract	Sup. Court of Westchester County

Claim No. 13-506-E-02323-12	Pride Healthcare v. Sound Shore Medical Center of Westchester	Breach of Contract	AAA (Commercial)
CC-001652-12/NR	Robertson Enterprises, Inc. v. Sound Shore Medical Center of Westchester	Breach of Contract	City Court, City of New Rochelle
12CV6917	Summ-it Healthcare, LLC v. Sound Shore Medical Center of Westchester	Breach of Contract	US District Court, SD of NY
Index No. 7584/12	Telehealth Services, a division of Telerent Leasing Corporation v. Sound Shore Medical Center of Westchester	Breach of Contract	Sup. Court of Westchester County
Index No. 68761/12	Whitaker Medical, LLC v. Sound Shore Medical Center of Westchester and Mount Vernon Hospital	Breach of Contract	Sup. Court of Westchester County
LT-2665/12	175 Medical Vision Properties, LLC-Suite 2-2 v. Sound Shore Medical Center of Westchester	Breach of Contract	City Court, City of New Rochelle
LT-62-2013 LT-63-2013	C.W. Northridge v. NRHMC Services Corporation	Breach of Contract	City Court, City of NR
LT-2535-12	Lockwood Realty, LLC-Suite 104 v. NRHMC Services Corporation	Breach of Contract	City Court, City of NR
LT-2532-12	Lockwood Realty, LLC-Suite 205-207 v. NRHMC Services Corporation	Breach of Contract	City Court, City of New Rochelle
LT-2533-12	Lockwood Realty, LLC-Suite 300 v. New Rochelle Medical Services, P.C.	Breach of Contract	City Court, City of NR
LT-2534-12	Lockwood Realty-Suite 18 v. NRHMC Services Corporation	Breach of Contract	City Court, City of NR
Index No. 402038	Magenta Realty, LLC v. Sound Shore Medical Center of Westchester and NRHMC Services Corp.	Breach of Contract	City Court, City of Bronx
Index No. 61558/12	Medical Specialties Distributors, LLC. v. Sound Shore Medical Center of Westchester and Sound Shore Health System, Inc.	Breach of Contract	Sup. Court of Westchester County
Index No. 51337/13	AMH Healthcare, Inc. v. Sound Shore Health System, Inc.	Breach of Contract	Sup. Court Westchester County
Index No. 01-12974	Teligent, Inc. v. Sound Shore Medical Center of Westchester	Preferential Payments Made to SSMC by Teligent	Bankruptcy Court, SD of NY
Case No. 13 300 2700-10	1199 SEIU Health Care Workers East and Sound Shore Medical Center of Westchester	Termination of Irene Andrades	AAA (Labor)
Index No. 51584/13	Angela Lasorsa and Joanne Lasalle-Herliby, as Co-Administrators of the Estate of Rose Ann Tocco v. Dr. Ognian Bouhlev and Sound Shore Medical center of Westchester	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 51182/13	Andrew Encarcion v. Sound Shore Medical Center of Westchester	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 55545/13	Francis Massaro v. Sound Shore Medical center of Westchester	Alleged Medical Malpractice Claim	Sup. Court of Westchester County
Index No. 53518/13	Coratolo & Carrieri Associates, LLC v. New Rochelle Sound Shore Housing, LLC and Sound Shore Medical Center of Westchester	Breach of Contract	Sup. Court of Westchester County
Index No. 57565/13	The Outsource Group, Inc. v. Sound Shore Medical Center of Westchester	Breach of Contract	Sup. Court of Westchester County
Index No. 21777/12	Denise Vinson, as Administratrix of the Goods, Chattels and Credit which were of Keith Robinson, Deceased v. Dr. Hiyad Al-	Alleged Medical Malpractice Claim	Sup. Court Bronx Country

	Husaini, Dr. John Rao, Dr. Raj Kumar and TMVH		
Index No. 105293/09	Bernarda Perez and Ivelisse Perez-Ali, Co- Admin. of the Estate of Victor Farfan v. Dr. Keith Edwards and TMVH	Alleged Medical Malpractice Claim	Sup. Court New York Country
Index No. 107608/11	Theoplis Mutry v. TMVH and Dr. James Goldszer	Alleged Medical Malpractice Claim	Sup. Court NY Country
Index No. 11895/10	Anyiah Smith, an Infant by her Custodian and Next Friend, Patricia Copeland v. Dr. Joytsna Deshmukh and Michael Pellegrino	Alleged Medical Malpractice Claim	Sup. Court Westchester Country
Index No. 20169/10	Douglas Bryan v. TMVH, Dr. Priti Borker and Dr. Mahdi Abdullah	Alleged Medical Malpractice Claim	Sup. Court Westchester Country
Index No. 20380/12	Loretta Dolphus and Nathaniel Graham v. SSMC and TMVH	Alleged Medical Malpractice Claim	Sup. Court Bronx Country
Index No. 30108/10	Mary Ann Cioffi and Ralph Cioffi v. Wartburg Adult Care Community and Dr. Sung Wu Sun	Alleged Medical Malpractice Claim	Sup. Court Westchester Country
Index No. 305675/10	Mary Lyn Gordon v. Dr. Kyung Sun Park, Dr. Guirlaine Agnant, Dr. Kyung Sun Park, M.D., P.C., Guirlaine Agnant, M.D., P.C., Women's Medical Wellness of Westchester, PLLC and TMVH	Alleged Medical Malpractice Claim	Sup. Court Bronx Country
Index No. 306000/09	Jettie Brown and Ian Brown v. Dr. Sung Wu Sun, Dr. Ogedi Alexander Ohajekwe, Dr. Lee Adam Berk, Katherine M. Lai, D.P.M., Healing Feet, LLC, TMVH, Joseph J. Geldwert, D.P.M.	Alleged Medical Malpractice Claim	Sup. Court Bronx Country
Index No. 3364/06	Angela Santoro, as Amin. of the Estate of Concetta Santoro v. TMVH, Dr. Shin Yi, Dr. Kyung Kim, Dr. James Efiang, Dr Chi Ho Chang	Alleged Medical Malpractice Claim	Sup. Court Westchester Country
Index No. 4246/11	Brenda Alvarado and Nicholas Alvarado v. Dr. Donald F. Roland, Donald F. Roland, M.D., P.C., TMVH and SSHS	Alleged Medical Malpractice Claim	Sup. Court Queens Country
Index No. 4289/09	Ralph Oyague v. Dr. Stephen O. Schwartz and TMVH	Alleged Medical Malpractice Claim	Sup. Court Sullivan Country
Index No. 50503/12	Patsy Mack-Botwe v. Dr. Barry M. Baylis, Dr. Balasa L. Prasad, Mt. Vernon Anesthesia, Anesthesia Group at Mt. Vernon Hospital, Dr. Aaron Roth	Alleged Medical Malpractice Claim	Sup. Court Westchester Country
Index No. 50843/12	David Katz and Shirley Katz v. Mount Vernon Dialysis, LLC, SSHS, Individually and d/b/a TMVH, Dr. Muhammed Irfan Qudir, Nurse Neida Delgado Zayas, John Doe and Jane Doe	Alleged Medical Malpractice Claim	Sup. Court Westchester Country
Index No. 51706/12	Clora Jackson, as Administratrix of the Estate of Paul Jackson, Sr., Deceased v. Dr. Seung Ook Lee, Dr. Mohammad Ahsan, Dr. Jeffrey Lederman, Dr. Anna Kazanskaya, Dr. Steven Zelicof, Dr. Michelle Thompson, Dr. Sung Wu Sun, SSHS, Inc, Geriatric Medical Service, PLLC, Specialty Orthopaedics, PLLC, Sung Wu Sun, MD, P.C., Wartburg Nursing Home, Inc., TMVH and SSMC	Alleged Medical Malpractice Claim	Sup. Court Westchester Country

Index No. 52296/12	Adrienne Lewis v. Dr. Sung Sun, TMVH, Mount Vernon Hospital Clinic	Alleged Medical Malpractice Claim	Sup. Court Westchester Country
Index No. 52665/11	Beena John v. TMVH, MS Acquisition I, LLC, Dr. Satyavathi Sharma, Dr. Francois Tellus and Dr. Zoran Svorcan	Alleged Medical Malpractice Claim	Sup. Court Westchester Country
Index No. 5706/10	Robert Gentile v. Dr. Bangaruraj Kolanuvada, Dr. Paul Koltovich, Dr. Thomas J. Price, Jr., Dr. Pavan Madadi, Dr. Dariush Alaie, Dr. "John" Raju, MVH Medical, P.C. and TMVH	Alleged Medical Malpractice Claim	Sup. Court Westchester Country
Index. No. 307816/11	Leonard Reece, Individually and as Administrator of the Estate of Silvia Kelly-Reese, Deceased v. Dr. Dhansukhal Patel, TMVH, Dr. Alma Day Anghirang, Dr. Kevin Reilly, Montefiore Medical Center North and Montefiore Medical Center	Alleged Medical Malpractice Claim	Sup. Court Bronx Country
Index No. 22876/12	Clement Ferguson v. Dr. Preiti Borker, Dr. Bhargavi Mandipalle and The Mount Vernon Hospital	Alleged Medical Malpractice Claim	Sup. Court Bronx Country
12-CV-3345	Roger Crique v. Dr. Richard Magil, Dr. Kun-Young Chung and The Mount Vernon Hospital	Alleged Medical Malpractice Claim	SDNY
	1199 SEIU	Breach of CBA	AAA (Labor)
	1199 SEIU	Breach of CBA	AAA (Labor)
	1199 SEIU	Breach of CBA	AAA (Labor)
13-CV-00410	TGC, LLC v. Sound Shore Health System, Inc.	Breach of Contract	US District Court; District of MD
Index No. 70973/12	Control Point Associates, Inc. v. The Mount Vernon Hospital.	Breach of contract	Sup. Court Westchester Country
Index No. 69324/12	Shin I Yi, MD, P.C.	Failure to pay balance of promissory note	Sup. Court Westchester Country
Index No. 64542/12	Proformance, inc. v. Mount Vernon Hospital	Breach of Contract	Sup. Court Westchester Country
Index No. 9806/13	United Rentals, Inc. v. Mount Vernon Hospital and Sound Shore Medical Center.	Breach of contract	Supreme Court, Queens County

Schedule 4.14(a)(ii)
Filing of Cost Reports

Costs reports for 2012 were not filed.

Schedule 4.14(a)(iii)
Amounts Due Under Cost Reports

None

Schedule 4.14(a)(v)
Hill-Burton Act

Schedule 4.14(a)(vi)
Non-Compliance with Government Reimbursement Programs

See Attached



RECEIVED MAR - 8 2012

State of New York
OFFICE OF THE ATTORNEY GENERAL
MEDICAID FRAUD CONTROL UNIT
Civil Enforcement Division, One Blue Hill Plaza PO Box 1747
Pearl River, NY 10965-1747
(845) 732-7550 Fax: (845) 732-7557

ERIC T. SCHNEIDERMAN
Attorney General

MONICA J. HICKEY-MARTIN
Special Deputy Attorney General

March 5, 2012

Kathleen McKay
Compliance Officer
Sound Shore Health System
16 Guion Place
New Rochelle, New York 10802

Re: Medicaid Only Drug Billing By Mount Vernon
Hospital (Provider ID Nos. 00274117 & 03000222)

Dear Ms. McKay:

Enclosed please find an original fully executed Settlement Agreement between The Mount Vernon Hospital and this office. Thank you for your cooperation and assistance in resolving this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Laura J. Meehan".

Laura J. Meehan
Special Assistant Attorney General

Enclosure

SETTLEMENT AGREEMENT

AGREEMENT dated the 15th day of March, 2012, by and between the STATE OF NEW YORK (hereinafter "STATE"), by the Office of the Attorney General, Medicaid Fraud Control Unit (hereinafter "MFCU"), and THE MOUNT VERNON HOSPITAL (hereinafter "MVH") (collectively referred to as the "Parties"),

WHEREAS, MVH, a hospital with its main campus located at 12 North Seventh Avenue, Mount Vernon, New York, was enrolled in the Medicaid program, under provider numbers 00274117 and 03000222, as a provider, among other things, of ambulatory services during the period, during the period February 3, 2005 through January 24, 2011; and

WHEREAS, MVH is required, pursuant to New York Social Services Law 367-a 9(a), to submit any claims to the Medicaid program for drugs administered to Medicaid recipients at their respective acquisition cost; and

WHEREAS, the MFCU conducted an investigation of claims submitted by MVH to the Medicaid program for drugs administered to Medicaid recipients and conducted an audit of such claims for dates of service from February 3, 2005 through January 24, 2011 (hereinafter the "Audit Period"); and

WHEREAS, the STATE has certain causes of action against MVH for the following conduct (hereinafter the "Covered Conduct");

During the Audit Period, MVH in violation of New York State Finance Law § 189, *et seq.*, and New York Social Services Law § 367-a 9(a) submitted claims to Medicaid and secured payment thereon for drugs

administered to Medicaid recipients at amounts in excess of MVH's actual cost of said drugs, and the New York State Medicaid program was thereby overbilled.

WHEREAS, MVH cooperated fully with the MFCU throughout the audit process;

WHEREAS, MVH and the STATE have agreed to resolve the issues raised by the STATE'S investigation;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, MVH and the STATE agree as follows:

1. The STATE represents that it has the authority to enter into this settlement and to effectuate a final resolution with regard to the alleged Medicaid overpayments and civil claims on behalf of the State of New York. It is understood that MVH is entering into this settlement in reliance on this representation.
2. MVH agrees to pay the STATE the sum of EIGHTY-FIVE THOUSAND FOUR HUNDRED NINETY-SEVEN DOLLARS AND NINETY CENTS (\$85,497.90) in principal and pre-settlement interest (the "Full Payment") in a single payment to be made upon full execution of this Settlement Agreement.
3. The Full Payment due hereunder shall be by check payable to the "NYS Attorney General Medicaid Fraud Control Restitution Fund" delivered to the Office of the Attorney General, MFCU, Special Projects Unit, One Blue Hill Plaza, 6th Floor, Pearl River, New York 10965-1747, or by electronic funds transfer pursuant to written instructions to be provided by the Attorney General..
4. In consideration of the foregoing payment by MVH, the payment made hereunder shall be received in full satisfaction of the obligations of MVH for the Covered

Conduct during the Audit Period, and the STATE shall not seek to impose any other financial obligation due to the Covered Conduct and the STATE further agrees to release and discharge MVH and its respective employees, agents, officers and directors, from, any and all claims for repayment of Medicaid funds, including interest and monetary penalties thereon, by the STATE against MVH which arose or could have arisen as a result of the Covered Conduct.

5. The making of this Agreement is not intended, and shall not be construed as an admission that MVH knowingly or intentionally overbilled the Medicaid program or violated any law, ordinance or regulation, but MVH admits that MVH received Medicaid overpayments due to the Covered Conduct.
6. This Agreement is intended to be for the benefit of the Parties only, and, by this instrument, the Parties do not release any claims against any other person or entity.
7. MVH will not submit additional or adjusted claims for the Covered Conduct.
8. MVH agrees not to further contest MFCU's determinations concerning the Covered Conduct and hereby waives all administrative and procedural rights, if any, with respect to the MFCU investigation.
9. Notwithstanding any terms of the Agreement, the relief provided for herein relates solely to Medicaid compensation paid to or claimed by MVH pursuant to any statutes, rules, regulations and official directives governing Medicaid payment with respect to the Covered Conduct and not to any other relationship between MVH and STATE.
10. Nothing in this Agreement shall relieve MVH from obligations imposed by any applicable state or federal law or regulation or other applicable law, except as specifically set forth herein.

11. MVH agrees not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in this Agreement or creating the impression that this Agreement is without factual basis. Nothing in this paragraph affects MVH's (a) testimonial obligations or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Attorney General is not a party.
12. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to choice of law or conflict of laws principles. The Parties consent to the jurisdiction of the Supreme Court of the State of New York, New York County, in any action to enforce or interpret this Agreement.
13. Any failure by the STATE to insist upon the strict performance by MVH of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the STATE, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement by MVH.
14. If this Agreement is cancelled or voided for any reason, all payments made by MVH pursuant to this Agreement, and any interest and income accrued thereon, shall be retained by the STATE and credited against any potential cause of action concerning the Covered Conduct. The STATE shall retain full rights to assert any and all causes of action against MVH, and MVH shall retain any and all defenses thereto.
15. This Agreement is binding upon all parties and upon the assigns, transferees, purchasers and any successors-in-interest of MVH.

16. The Agreement shall be deemed to have been mutually prepared by the Parties hereto and shall not be construed against any of them solely by reason of authorship.
17. MVH acknowledges that it has entered into this Agreement freely and voluntarily and upon due deliberation, with the advice of counsel, and without coercion or duress.
18. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.
19. This Agreement constitutes the complete and full agreement reached by the STATE and MVH, and may not be changed in any respect, except by a writing duly executed by the parties or their authorized representatives.

WHEREFORE, the Parties have read the foregoing Agreement and accept and agree to the provisions contained therein and hereby have caused this Agreement to be signed as of the date set forth above.

AGREED TO:

THE MOUNT VERNON HOSPITAL

By:



John R. Spicer
President & Chief Executive Officer
The Mount Vernon Hospital
12 North Seventh Avenue
Mount Vernon, New York 10550

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
MEDICAID FRAUD CONTROL UNIT

By:



Laura J. Meehan
Special Assistant Attorney General
Office of the Attorney General
Medicaid Fraud Control Unit
One Blue Hill Plaza, 6th Floor
Pearl River, New York 10965

APR 21 2012

State of New York
OFFICE OF THE ATTORNEY GENERAL
MEDICAID FRAUD CONTROL UNIT
Civil Enforcement Division, One Blue Hill Plaza PO Box 1747
Pearl River, NY 10965-1747
(845) 732-7550 Fax: (845) 732-7557

ERIC T. SCHNEIDERMAN
Attorney General

MONICA J. HICKEY-MARTIN
Special Deputy Attorney General

April 20, 2012

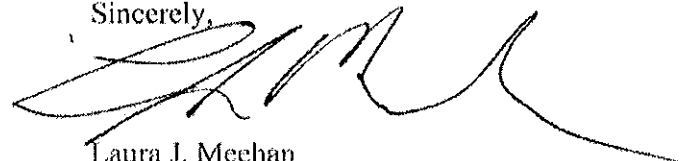
Kathleen McKay
Compliance Officer
Sound Shore Health System
16 Guion Place
New Rochelle, New York 10802

Re: Medicaid Only Drug Billing By Sound Shore Medical
Center of Westchester (Provider ID No. 00274126)

Dear Ms. McKay:

Enclosed please find an original fully executed Settlement Agreement between Sound Shore Medical Center of Westchester and this office. Also enclosed is a copy of the Confession of Judgment, which per the agreement will remain unfiled at this time. Thank you for your cooperation and assistance in resolving this matter.

Sincerely,



Laura J. Meehan
Special Assistant Attorney General

Enclosures

SETTLEMENT AGREEMENT

AGREEMENT dated the 16 day of April, 2012, by and between the STATE OF NEW YORK (hereinafter "STATE"), by the Office of the Attorney General, Medicaid Fraud Control Unit (hereinafter "MFCU"), and SOUND SHORE MEDICAL CENTER OF WESTCHESTER (hereinafter "SSMC") (collectively referred to as the "Parties"),

WHEREAS, SSMC, a hospital with its main campus located at 16 Guion Place, New Rochelle, New York, was enrolled in the Medicaid program, under provider number 00274126, as a provider, among other things, of ambulatory services during the period, during the period October 3, 2004 through January 31, 2011; and

WHEREAS, SSMC is required, pursuant to New York Social Services Law 367-a 9(a), to submit any claims to the Medicaid program for drugs administered to Medicaid recipients at their respective acquisition cost; and

WHEREAS, the MFCU conducted an investigation of claims submitted by SSMC to the Medicaid program for drugs administered to Medicaid recipients and conducted an audit of such claims for dates of service from October 3, 2004 through January 31, 2011 (hereinafter the "Audit Period"); and

WHEREAS, the STATE has certain civil and administrative causes of action against SSMC for the following conduct (hereinafter the "Covered Conduct");

During the Audit Period, SSMC in violation of New York State Finance Law § 189, *et seq.*, and New York Social Services Law § 367-a 9(a) submitted claims to Medicaid and secured payment thereon for drugs administered to Medicaid recipients at amounts in excess of SSMC's

actual cost of said drugs, and the New York State Medicaid program was thereby overbilled.

WHEREAS, SSMC cooperated fully with the MFCU throughout the audit process;

WHEREAS, SSMC and its affiliated entities, Howe Avenue Nursing Home, Inc. (the "nursing home") and New Rochelle Sound Shore Housing, LLC (the "housing company"), are currently seeking to refinance the existing mortgages on their on-campus real estate, and specifically mortgages on SSMC itself, the nursing home, and the housing company's apartments (a "Refinancing Event");

WHEREAS, SSMC and the STATE have agreed to resolve the issues raised by the STATE'S investigation;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, SSMC and the STATE agree as follows:

1. The STATE represents that it has the authority to enter into this settlement and to effectuate a final resolution with regard to the alleged Medicaid overpayments and civil claims on behalf of the State of New York. It is understood that SSMC is entering into this settlement in reliance on this representation.
2. SSMC agrees to pay the STATE the sum of TWO MILLION TWO HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND THIRTY-FIVE CENTS (\$2,241,760.35) in principal and pre-settlement interest pursuant to the following schedule (hereinafter, "SCHEDULED PAYMENTS"):

- (a) An initial SCHEDULED PAYMENT of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), to be made upon the execution of this agreement on or before April 13, 2012; and,
- (b) The balance of TWO MILLION ONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND THIRTY-FIVE CENTS (\$2,141,760.35), and interest calculated thereon at the rate of Nine Percent (9%) per annum, for a total of TWO MILLION FOUR HUNDRED FORTY-THREE THOUSAND SIX HUNDRED FOURTEEN DOLLARS AND FIFTY-THREE CENTS (\$2,443,614.53) to be paid pursuant to a schedule of the principal and interest payments due hereunder ("Scheduled Payments") as set forth on Exhibit "A";
- (c) The first of the SCHEDULED PAYMENTS shall be made on or before May 1, 2012. All subsequent SCHEDULED PAYMENTS shall be made on or before the 1st day of each succeeding month.
- (d) Upon the occurrence of a Refinancing Event, all Scheduled Payments shall be immediately due and payable, and SSMC shall pay the STATE, at the closing of the Refinancing Event, the remaining principal then due, together with any interest accrued thereon, in full satisfaction of this agreement. SSMC further states and agrees that at such closing, other than the holders of the mortgages referred to in the recitals to this Agreement, no other creditor will be paid ahead of the STATE. This term is a material term of this Agreement.

(e) Notwithstanding paragraph 2(b) and 2(d) above, SSMC may at anytime, and without penalty, pay the remaining principal then due, together with any interest accrued thereon, in full satisfaction of this agreement.

3. All SCHEDULED PAYMENTS due hereunder shall be by check payable to the "NYS Attorney General Medicaid Fraud Control Restitution Fund" delivered to the Office of the Attorney General, MFCU, Special Projects Unit, One Blue Hill Plaza, 6th Floor, Pearl River, New York 10965-1747, or by electronic funds transfer pursuant to written instructions to be provided by the Attorney General.
4. In the event of the commencement of a bankruptcy proceeding by or against SSMC, or the withdrawal or disqualification of SSMC from participation in the Medicaid program (the "Acceleration Events"), SSMC shall give notice of such Acceleration Event to MFCU by overnight courier service by the earlier of (a) any determination by SSMC to participate in such Acceleration Event or upon receipt of notice from any third-party that such Acceleration Event may occur; or (b) no later than twenty-four (24) hours after the Acceleration Event if SSMC lacked advance notice of such Acceleration Event. If such an Acceleration Event occurs, the entire unpaid balance, including interest, due to the STATE under the terms of this Agreement shall become immediately due and payable.
5. In return for MFCU's agreement to accept installment payments for the amounts due under this Agreement, SSMC shall provide the STATE, upon execution of this Agreement, a signed confession of judgment in the form annexed as Exhibit "B" hereto in the amount of TWO MILLION ONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND THIRTY-FIVE CENTS

(\$2,141,760.35) plus interest calculated as set forth in "2b" above. If SSMC fails to make a payment by the first day of the month, then the STATE shall provide SSMC five (5) business days written notice to cure the default. If payment is not made by the expiration of said five (5) business days, the STATE may file the Confession of Judgment without further notice to SSMC. Upon the occurrence of any other circumstance which would give the STATE good cause to believe that SSMC will default upon its obligation, including but not limited to the occurrence of an Acceleration Event, the STATE may file said Confession of Judgment without notice to SSMC. In such event, the STATE may execute upon the Judgment without notice to SSMC, in the full amount of the unpaid balance due under this Agreement.

6. In consideration of the foregoing payment by SSMC, the payments made hereunder shall be received in full satisfaction of the obligations of SSMC for the Covered Conduct during the Audit Period, and the STATE shall not seek to impose any other financial obligation due to the Covered Conduct and the STATE further agrees to release and discharge SSMC and its respective employees, agents, officers and directors, from, any and all claims for repayment of Medicaid funds, including interest and monetary penalties thereon, by the STATE against SSMC which arose or could have arisen as a result of the Covered Conduct.
7. The making of this Agreement is not intended, and shall not be construed as an admission that SSMC knowingly or intentionally overbilled the Medicaid program or violated any law, ordinance or regulation, but SSMC admits that SSMC received Medicaid overpayments due to the Covered Conduct.

8. This Agreement is intended to be for the benefit of the Parties only, and, by this instrument, the Parties do not release any claims against any other person or entity.
9. SSMC will not submit additional or adjusted claims for the Covered Conduct.
10. SSMC agrees not to further contest MFCU's determinations concerning the Covered Conduct and hereby waives all administrative and procedural rights, if any, with respect to the MFCU investigation.
11. Notwithstanding any terms of the Agreement, the relief provided for herein relates solely to Medicaid compensation paid to or claimed by SSMC pursuant to any statutes, rules, regulations and official directives governing Medicaid payment with respect to the Covered Conduct and not to any other relationship between SSMC and STATE.
12. Nothing in this Agreement shall relieve SSMC from obligations imposed by any applicable state or federal law or regulation or other applicable law, except as specifically set forth herein.
13. SSMC agrees not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in this Agreement or creating the impression that this Agreement is without factual basis. Nothing in this paragraph affects SSMC's (a) testimonial obligations or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Attorney General is not a party.
14. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to choice of law or conflict of laws principles.

The Parties consent to the jurisdiction of the Supreme Court of the State of New York, New York County, in any action to enforce or interpret this Agreement.

15. Any failure by the STATE to insist upon the strict performance by SSMC of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the STATE, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement by SSMC.
16. If this Agreement is cancelled or voided for any reason, all payments made by SSMC pursuant to this Agreement, and any interest and income accrued thereon, shall be retained by the STATE and credited against any potential cause of action concerning the Covered Conduct. The STATE shall retain full rights to assert any and all causes of action against SSMC, and SSMC shall retain any and all defenses thereto.
17. This Agreement is binding upon all parties and upon the assigns, transferees, purchasers and any successors-in-interest of SSMC.
18. The Agreement shall be deemed to have been mutually prepared by the Parties hereto and shall not be construed against any of them solely by reason of authorship.
19. SSMC acknowledges that it has entered into this Agreement freely and voluntarily and upon due deliberation, with the advice of counsel, and without coercion or duress.
20. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.
21. This Agreement constitutes the complete and full agreement reached by the STATE and SSMC, and may not be changed in any respect, except by a writing duly executed by the parties or their authorized representatives.

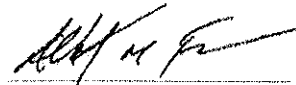
WHEREFORE, the Parties have read the foregoing Agreement and accept and agree to the provisions contained therein and hereby have caused this Agreement to be signed as of the date set forth above.

AGREED TO:

SOUND SHORE MEDICAL CENTER
OF WESTCHESTER

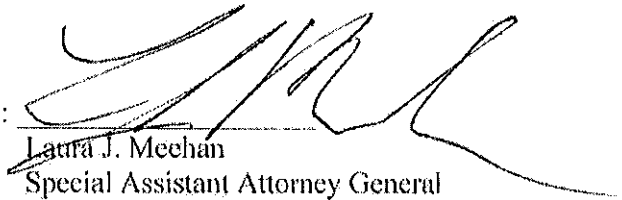
STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
MEDICAID FRAUD CONTROL UNIT

By:



Albert M. Farina
Chief Financial Officer
Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, New York 10802

By:



Laura J. Meehan
Special Assistant Attorney General
Office of the Attorney General
Medicaid Fraud Control Unit
One Blue Hill Plaza, 6th Floor
Pearl River, New York 10965

EXHIBIT A

TO THE SOUND SHORE MC WESTCHESTER SETTLEMENT AGREEMENT

Total Restitution Amount		\$2,241,760.35			
Less: Downpayment		(\$100,000.00)			
Paydown Principal		\$2,141,760.35			
Annual Interest		9%			
Periods per Year		12			
Period Interest		0.75%			
Number of Years		3			
Number of Periods		36			
Period Payment Amount		\$67,600.40			
Payment Number	Payment Date	Period Payment	Period Interest	Period Principal	Remaining Balance
1	5/1/2012	\$67,600.40	\$0.00	\$67,600.40	\$2,074,159.95
2	6/1/2012	\$67,600.40	\$15,556.20	\$52,044.20	\$2,022,115.75
3	7/1/2012	\$67,600.40	\$15,165.87	\$52,434.53	\$1,969,681.22
4	8/1/2012	\$67,600.40	\$14,772.61	\$52,827.79	\$1,916,853.43
5	9/1/2012	\$67,600.40	\$14,376.40	\$53,224.00	\$1,863,629.43
6	10/1/2012	\$67,600.40	\$13,977.22	\$53,623.18	\$1,810,006.25
7	11/1/2012	\$67,600.40	\$13,575.05	\$54,025.35	\$1,755,980.90
8	12/1/2012	\$67,600.40	\$13,169.86	\$54,430.54	\$1,701,550.35
9	1/1/2013	\$67,600.40	\$12,761.63	\$54,838.77	\$1,646,711.58
10	2/1/2013	\$67,600.40	\$12,350.34	\$55,250.06	\$1,591,461.52
11	3/1/2013	\$67,600.40	\$11,935.96	\$55,664.44	\$1,535,797.08
12	4/1/2013	\$67,600.40	\$11,518.48	\$56,081.92	\$1,479,715.16
13	5/1/2013	\$67,600.40	\$11,097.86	\$56,502.54	\$1,423,212.62
14	6/1/2013	\$67,600.40	\$10,674.09	\$56,926.31	\$1,366,286.31
15	7/1/2013	\$67,600.40	\$10,247.15	\$57,353.25	\$1,308,933.06
16	8/1/2013	\$67,600.40	\$9,817.00	\$57,783.40	\$1,251,149.66
17	9/1/2013	\$67,600.40	\$9,383.62	\$58,216.78	\$1,192,932.88
18	10/1/2013	\$67,600.40	\$8,947.00	\$58,653.40	\$1,134,279.48
19	11/1/2013	\$67,600.40	\$8,507.10	\$59,093.30	\$1,075,186.17
20	12/1/2013	\$67,600.40	\$8,063.90	\$59,536.50	\$1,015,649.67
21	1/1/2014	\$67,600.40	\$7,617.37	\$59,983.03	\$955,666.64
22	2/1/2014	\$67,600.40	\$7,167.50	\$60,432.90	\$895,233.74
23	3/1/2014	\$67,600.40	\$6,714.25	\$60,886.15	\$834,347.60
24	4/1/2014	\$67,600.40	\$6,257.61	\$61,342.79	\$773,004.80
25	5/1/2014	\$67,600.40	\$5,797.54	\$61,802.86	\$711,201.94
26	6/1/2014	\$67,600.40	\$5,334.01	\$62,266.39	\$648,935.55
27	7/1/2014	\$67,600.40	\$4,867.02	\$62,733.38	\$586,202.17
28	8/1/2014	\$67,600.40	\$4,396.52	\$63,203.88	\$522,998.29
29	9/1/2014	\$67,600.40	\$3,922.49	\$63,677.91	\$459,320.37
30	10/1/2014	\$67,600.40	\$3,444.90	\$64,155.50	\$395,164.88
31	11/1/2014	\$67,600.40	\$2,963.74	\$64,636.66	\$330,528.21
32	12/1/2014	\$67,600.40	\$2,478.96	\$65,121.44	\$265,406.77
33	1/1/2015	\$67,600.40	\$1,990.55	\$65,609.85	\$199,796.93
34	2/1/2015	\$67,600.40	\$1,498.48	\$66,101.92	\$133,695.00
35	3/1/2015	\$67,600.40	\$1,002.71	\$66,597.69	\$67,097.32
36	4/1/2015	\$67,600.55	\$503.23	\$67,097.32	(\$0.00)
Totals		\$2,433,614.55	\$291,854.20	\$2,141,760.35	

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----)(
STATE OF NEW YORK,

Plaintiff,

Index No. _____

-against-

AFFIDAVIT OF
CONFESSION OF
JUDGMENT

SOUND SHORE MEDICAL CENTER OF
WESTCHESTER,

Defendant.
-----)(

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

Albert M. Farina, being duly sworn, deposes and says:

1. I am the Chief Financial Officer of SOUND SHORE MEDICAL CENTER OF WESTCHESTER (hereinafter "SSMC"), a not for profit corporation duly organized and existing under the laws of the State of New York. SSMC's principal place of business is located at 16 Guion Place, New Rochelle, County of Westchester, New York. In the period October 3, 2004 through January 31, 2011, SSMC, a provider with the New York State Medical Assistance Program, commonly known as Medicaid, provided care and services to Medicaid recipients. SSMC's Medicaid Management Information System number is 00274126.

2. In my capacity as Chief Financial Officer of SSMC and acting within the scope of my authority and on behalf of SSMC, I hereby confess judgment against SSMC and authorize entry thereof in favor of the State of New York (the "STATE") in the sum of **TWO MILLION ONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND THIRTY-FIVE CENTS (\$2,141,760.35)** plus NINE PERCENT (9%) interest thereon, as

detailed in paragraph 2b of the Settlement Agreement, incorporated herein by reference, and a true and correct copy of which is attached hereto, and which I executed on behalf of SSMC.

3. In my official capacity as Chief Financial Officer of SSMC, I hereby authorize entry of judgment against SSMC in New York County, in the State of New York, and in any other county in which SSMC owns property, including Westchester County.

4. This Confession of Judgment is for a debt due the STATE arising out of SSMC's participation as a provider in the Medicaid Program. As set forth in the attached Settlement Agreement, SSMC received overpayments from the Medicaid Program during the period of October 3, 2004 through January 31, 2011.

5. The overpayment amounts due and owing to the Medicaid Program total **TWO MILLION ONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND THIRTY-FIVE CENTS (\$2,141,760.35)** plus interest thereon, as set forth in paragraph 2 herein and in paragraph 2b of the attached Settlement Agreement.


6. In my official capacity as Chief Financial Officer of SSMC, I expressly authorize entry of judgment based on this Affidavit of Confession of Judgment against SSMC at any time in the amount of **TWO MILLION ONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND THIRTY-FIVE CENTS (\$2,141,760.35)**, plus interest thereon as set forth in paragraph 2 herein and in paragraph 2b of the attached Settlement Agreement, less any amounts that may have been paid to the STATE pursuant to the Settlement Agreement.

SOUND SHORE MEDICAL
CENTER OF WESTCHESTER

By: 
Chief Financial Officer

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

On this 10th day of April, 2012, before me personally came Albert M. Farina, to me known, who being by me duly sworn, did depose and say that he resides in Westchester County; that he is the Chief Financial Officer of Sound Shore Medical Center of Westchester, the Not For Profit Corporation which is described in the above instrument; that he signed his name thereto in his capacity as Chief Financial Officer of said Corporation.


Notary Public

STEPHANIE KATE BOYER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BO6235215
Qualified in Westchester County
My Commission Expires February 07, 2015

SOUND SHORE MEDICAL CENTER OF WESTCHESTER
New Rochelle, New York 10802

5001611

10216

DATE 04/16/12

PAY TO THE ORDER OF NYS Attorney General Medicaid Fraud Control Restitution Fund

\$ 100,000.00

THE SUM OF ONE HUNDRED THOUSAND DOLLARS

DOLLARS

JPMorgan Chase Bank, N.A.
New York, NY

FOR

⑈ 5001611⑈ ⑆ 021000021⑆

67017025201

DETACH AT PERFORATION BEFORE DEPOSITING CHECK

MEMO	DATE	INVOICE NO.	PURCHASES (GROSS)	DEDUCTIONS	BALANCES
Payment for legal settlement.					

BY ENDORSEMENT THE ATTACHED CHECK WHEN PAID, IS ACCEPTED
IN FULL PAYMENT OF THE ABOVE ITEMIZED ACCOUNT
SOUND SHORE MEDICAL CENTER OF WESTCHESTER
NEW ROCHELLE, N.Y.

Schedule 4.14(b-1)
Excluded Medical Staff

Dr. Stephen Klass was on list and now currently off list.

Schedule 4.14(b-2)
Medical Staff Disputes

None

Schedule 4.14(c)
Accreditation

See Attached

The Mount Vernon Hospital

Mount Vernon, NY

has been Accredited by



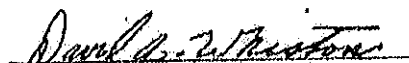
The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the

Hospital Accreditation Program

May 27, 2010

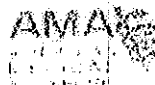
Accreditation is customarily valid for up to 39 months.


David A. Whiston, D.D.S.
Chairman of the Board

Organization ID #: 5804
Print/Reprint Date: 09/01/10


Mark Chassin, M.D.
President

The Joint Commission is an independent, not-for-profit, national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.



This reproduction of the original accreditation certificate has been issued for use in regulatory/payer agency verification of accreditation by The Joint Commission. Please consult Quality Check on The Joint Commission's website to confirm the organization's current accreditation status and for a listing of the organization's locations of care.

**The Mount Vernon Hospital
Methadone Maintenance Program**
Mount Vernon, NY

has been Accredited by



The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the
Behavioral Health Care Accreditation Program

May 17, 2012

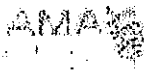
Accreditation is customarily valid for up to 36 months.

Isabel V. Hoverman, MD, MACP
Chair, Board of Commissioners

Organization ID #: 379671
Print/Reprint Date: 07/23/12

Mark R. Chassin, MD, FACP, MPP, MPH
President

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This reproduction of the original accreditation certificate has been issued for use in regulatory/payer agency verification of accreditation by The Joint Commission. Please consult Quality Check on The Joint Commission's website to confirm the organization's current accreditation status and for a listing of the organization's locations of care.



April 15, 2013

John R. Spicer
President and CEO
Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, NY 10802

Joint Commission ID #: 5807
Program: Hospital Accreditation
Accreditation Activity: Unannounced Full
Event
Accreditation Activity Completed:
03/07/2013

Dear Mr. Spicer:

The Joint Commission would like to thank your organization for participating in the accreditation process. This process is designed to help your organization continuously provide safe, high - quality care, treatment, and services by identifying opportunities for improvement in your processes and helping you follow through on and implement these improvements. We encourage you to use the accreditation process as a continuous standards compliance and operational improvement tool.

With that goal in mind, your organization received Requirement(s) for Improvement during its recent survey. These requirements have been summarized in the Accreditation Report provided by the survey team that visited your organization.

Please be assured that The Joint Commission will keep the report confidential, except as required by law. To ensure that The Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Please visit [Quality Check®](#) on The Joint Commission web site for updated information related to your accreditation decision.

Sincerely,

Mark G. Pelletier, RN, MS

Chief Operating Officer

Division of Accreditation and Certification Operations



April 15, 2013

John R. Spicer
President and CEO
Sound Shore Medical Center of Westchester
16 Guilon Place
New Rochelle, New York 10802

HCO ID: #5807

Dear Mr. Spicer:

We appreciate your patience while we reviewed your clarification request regarding the findings of the March 5-7, 2013 full resurvey of your hospital program. Our review is now complete. Careful consideration was given to the original survey findings and the documentation submitted by your organization. Based on our review, below you will find information specific to each of the clarifications submitted and the impact on your organization's final report.

- **EC.02.03.03, EP 1** – The clarification submitted at this standard/ep was accepted. The documentation submitted for review contained sufficient evidence to demonstrate that your organization was compliant with the requirements of this EP at the time of your survey. As a result, the findings at EP 1 have been removed from your report. Please note, EC.02.03.03 remains listed as a Requirement for Improvement on your official accreditation report, due to the finding that remains at EP 2.
- **EC.02.05.01, EP 6** – Based on our central office review, the finding made at this standard /ep remains based on information submitted still citing an air flow deficiency. However, based on the observation cited and the specific room locations identified in the clarification, the finding has been reduced from a Condition-level deficiency to a Standard-level deficiency. Within your Evidence of Standards Compliance corrective action documentation, please show that decontamination is negative and sterile room is positive to the adjoining corridor. If you have specific questions regarding this review, please contact the Standards Interpretation reviewer, Anne Guglielmo, at 630-792-5900, option 6.
- **EC.02.05.07, EP 4** – The clarification submitted at this standard/ep was not accepted. The documentation submitted for review did not contain sufficient evidence to demonstrate that your organization was compliant with the requirements of this EP at the time of your survey. As a result, EC.02.05.07 remains listed as a Requirement for Improvement on your official accreditation report. If you have specific questions regarding this review, please contact the Standards Interpretation reviewer, Anne Guglielmo, at 630-792-5900, option 6.
- **EC.02.05.07, EP 6** – The clarification submitted at this standard/ep was not accepted. The documentation submitted for review did not contain sufficient evidence to demonstrate that your organization was compliant with the requirements of this EP at the time of your survey. As a result, EC.02.05.07 remains listed as a Requirement for Improvement on your official accreditation report. If you have specific questions regarding this review, please contact the Standards Interpretation reviewer, Anne Guglielmo, at 630-792-5900, option 6.
- **LD.04.03.09, EP 5** – The clarification submitted at this standard/ep was accepted, as there was sufficient evidence submitted to demonstrate that expectations were written into the contract dialysis service. As a result, the findings at EP 5 have been removed from your

www.jointcommission.org

Headquarters
One Renaissance Boulevard
Oakbrook Terrace, IL 60181
630 792 5000 Voice

report. Please note, LD.04.03.09 remains listed as a Requirement for Improvement on your official accreditation report, due to the findings that remain at EP 6 and EP 7.

- **LD.04.03.09, EP 6** -- The clarification submitted at this standard/ep was not accepted, as the documentation submitted for review did not demonstrate that quarterly evaluations were being monitored. Documents submitted show that although quarterly evaluations were being submitted, the supporting documents did not demonstrate that an accurate evaluation of the dialysis services were being performed. As a result, LD.04.03.09 remains listed as a Requirement for Improvement on your official accreditation report. If you have specific questions regarding this review, please contact the Standards Interpretation reviewer, Heidi Beckstrom, at 630-792-5900, option 6.
- **LD.04.03.09, EP 7** -- The clarification submitted at this standard/ep was not accepted. The organization provided quarterly reports of dialysis machine maintenance which did not meet the expectation, but no action was taken. As a result, LD.04.03.09 remains listed as a Requirement for Improvement on your official accreditation report. Please note, the finding at this EP has been downgraded from a Condition-level deficiency to a Standard-level deficiency. If you have specific questions regarding this review, please contact the Standards Interpretation reviewer, Heidi Beckstrom, at 630-792-5900, option 6.
- **LS.01.02.01, EP 1** -- The clarification submitted at this standard/ep was accepted, based on Fire Watch Policy in place at time of survey. As a result, LS.01.02.01 no longer appears as a Requirement for Improvement on your official accreditation report.
- **LS.02.01.10, EP 4** -- The clarification submitted at this standard/ep was not accepted. The PFI in system does not identify locations of deficient doors. The doors cited on survey cannot be linked to the PFI. As a result, LS.02.01.10 remains listed as a Requirement for Improvement on your official accreditation report. If you have specific questions regarding this review, please contact the Standards Interpretation reviewer, Anne Guglielmo, at 630-792-5900, option 6.
- **LS.02.01.30, EP 2** -- The clarification submitted at this standard/ep was not accepted. The PFI in system does not identify locations of deficient doors. The doors cited on survey cannot be linked to the PFI. As a result, LS.02.01.30 remains listed as a Requirement for Improvement on your official accreditation report. If you have specific questions regarding this review, please contact the Standards Interpretation reviewer, Anne Guglielmo, at 630-792-5900, option 6.
- **LS.02.01.34, EP 2** -- The clarification submitted at this standard/ep was not accepted, as the disclosure of items in the PPR process does not exempt the items from being cited on survey. In addition, the fire alarm system PFI referenced deficiencies found during annual testing - missing locations. As a result, LS.02.01.34 remains listed as a Requirement for Improvement on your official accreditation report. If you have specific questions regarding this review, please contact the Standards Interpretation reviewer, Anne Guglielmo, at 630-792-5900, option 6.
- **LS.02.01.34, EP 4** - The clarification submitted at this standard/ep was not accepted, as the disclosure of items in the PPR process does not exempt the items from being cited on survey. In addition, the fire alarm system PFI referenced deficiencies found during annual testing - missing locations. As a result, LS.02.01.34 remains listed as a Requirement for Improvement on your official accreditation report. If you have specific questions regarding this review, please contact the Standards Interpretation reviewer, Anne Guglielmo, at 630-792-5900, option 6.

- **LS.02.01.35, EP 14** – The clarification submitted at this standard/ep was not accepted. The Joint Commission does not reference the 2011 edition of NFPA 25 nor is Annex material enforceable; only guidance. Also, the NFPA interpretation stated "it is part of the system and should be replaced" and the observations do not discuss system performance as discussed in the NFPA interpretation. The NFPA comment as quoted further demonstrates that the maintenance was lacking for the resultant observation. As a result, LS.02.01.35 remains listed as a Requirement for Improvement on your official accreditation report. If you have specific questions regarding this review, please contact the Standards Interpretation reviewer, John Maurer, at 630-792-5900, option 6.

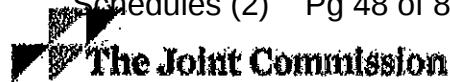
Please feel free to contact me at 630-792-5737 with any questions.

Sincerely,

Kelli Jacobs

Kelli Jacobs
Sr. Account Executive
Accreditation and Certification Operations

cc: Thomas Barton, Field Director, The Joint Commission
Mary Janda, Field Representative, The Joint Commission
Anthony Lombardino, MD, Field Representative, The Joint Commission
Pamela Stewart, Field Representative, The Joint Commission
Kenneth Blackwell, Field Representative, The Joint Commission



Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, NY 10802

Organization Identification Number: 5807

Program(s)
Hospital Accreditation

Survey Date(s)
03/05/2013-03/07/2013

Executive Summary

Hospital Accreditation : As a result of the accreditation activity conducted on the above date(s), Requirements for Improvement have been Identified in your report.

You will have follow-up in the area(s) indicated below:

- Evidence of Standards Compliance (ESC)

If you have any questions, please do not hesitate to contact your Account Executive.

Thank you for collaborating with The Joint Commission to Improve the safety and quality of care provided to patients.

**The Joint Commission
Summary of Findings**

Evidence of DIRECT Impact Standards Compliance is due within 45 days from the day the survey report was originally posted to your organization's extranet site:

Program:	Hospital Accreditation Program	
Standards:	EC.02.04.03	EP5
	EC.02.05.01	EP6
	EC.02.05.07	EP4,EP6
	EM.02.02.13	EP5
	LS.02.01.34	EP2,EP4
	MM.03.01.01	EP7
	MM.05.01.07	EP1
	PC.01.02.07	EP3
	PC.02.01.03	EP1

Evidence of INDIRECT Impact Standards Compliance is due within 60 days from the day the survey report was originally posted to your organization's extranet site:

Program:	Hospital Accreditation Program	
Standards:	EC.02.03.03	EP2
	EC.02.03.05	EP6
	IC.02.02.01	EP4
	LD.04.03.09	EP6,EP7
	LS.02.01.10	EP4
	LS.02.01.20	EP13,EP29
	LS.02.01.30	EP2,EP23
	LS.02.01.35	EP14
	MM.04.01.01	EP10
	MS.06.01.03	EP6
	MS.06.01.05	EP12
	MS.08.01.01	EP3
	RC.01.01.01	EP19

**The Joint Commission
Summary of CMS Findings**

CoP: §482.23 **Tag:** A-0385 **Deficiency:** Standard

Corresponds to: HAP

Text: §482.23 Condition of Participation: Nursing Services

The hospital must have an organized nursing service that provides 24-hour nursing services. The nursing services must be furnished or supervised by a registered nurse.

CoP Standard	Tag	Corresponds to	Deficiency
§482.23(c)	A-0404	HAP - PC.02.01.03/EP1	Standard
§482.23(b)(6)	A-0398	HAP - LD.04.03.09/EP7	

CoP: §482.24 **Tag:** A-0431 **Deficiency:** Standard

Corresponds to: HAP

Text: §482.24 Condition of Participation: Medical Record Services

The hospital must have a medical record service that has administrative responsibility for medical records. A medical record must be maintained for every individual evaluated or treated in the hospital.

CoP Standard	Tag	Corresponds to	Deficiency
§482.24(c)(2)	A-0450	HAP - RC.01.01.01/EP19	Standard
§482.24(c)(1)	A-0450	HAP - RC.01.01.01/EP19	Standard

CoP: §482.25 **Tag:** A-0490 **Deficiency:** Standard

Corresponds to: HAP

Text: §482.25 Condition of Participation: Pharmaceutical Services

The hospital must have pharmaceutical services that meet the needs of the patients. The institution must have a pharmacy directed by a registered pharmacist or a drug storage area under competent supervision. The medical staff is responsible for developing policies and procedures that minimize drug errors. This function may be delegated to the hospital's organized pharmaceutical service.

CoP Standard	Tag	Corresponds to	Deficiency
§482.25(b)(1)	A-0501	HAP - MM.05.01.07/EP1	Standard

CoP: §482.41 **Tag:** A-0700 **Deficiency:** Standard

Corresponds to: HAP

Text: §482.41 Condition of Participation: Physical Environment

The hospital must be constructed, arranged, and maintained to ensure the safety of the patient, and to provide facilities for diagnosis and treatment and for special hospital services appropriate to the needs of the community.

**The Joint Commission
Summary of CMS Findings**

CoP Standard	Tag	Corresponds to	Deficiency
§482.41(c)(2)	A-0724	HAP - EC.02.05.07/EP4, EP6	Standard
§482.41(b)(7)	A-0714	HAP - EC.02.03.03/EP2	Standard
§482.41(b)(1)(i)	A-0710	HAP - EC.02.03.05/EP8, LS.02.01.10/EP4, LS.02.01.20/EP13, EP29, LS.02.01.30/EP2, EP23, LS.02.01.34/EP2, EP4, LS.02.01.35/EP14	Standard

CoP: §482.51 **Tag:** A-0940 **Deficiency:** Standard

Corresponds to: HAP - EC.02.05.01/EP6

Text: §482.51 Condition of Participation: Surgical Services

If the hospital provides surgical services, the services must be well organized and provided in accordance with acceptable standards of practice. If outpatient surgical services are offered the services must be consistent in quality with inpatient care in accordance with the complexity of services offered.

CoP Standard	Tag	Corresponds to	Deficiency
§482.51(b)	A-0951	HAP - IC.02.02.01/EP4	Standard

CoP: **Tag:** **Deficiency:**

Corresponds to: HAP

Text:

CoP Standard	Tag	Corresponds to	Deficiency
§482.12(e)(1)	A-0084	HAP - LD.04.03.09/EP6	Standard

**The Joint Commission
Findings**

Chapter: Emergency Management

Program: Hospital Accreditation

Standard: EM.02.02.13

ESC 45 days

Standard Text: During disasters, the hospital may grant disaster privileges to volunteer licensed independent practitioners.
Note: A disaster is an emergency that, due to its complexity, scope, or duration, threatens the organization's capabilities and requires outside assistance to sustain patient care, safety, or security functions.

Primary Priority Focus Area: Credentialed Practitioners

Element(s) of Performance:

5. Before a volunteer practitioner is considered eligible to function as a volunteer licensed independent practitioner, the hospital obtains his or her valid government-issued photo identification (for example, a driver's license or passport) and at least one of the following:

- A current picture identification card from a health care organization that clearly identifies professional designation
- A current license to practice
- Primary source verification of licensure
- Identification indicating that the individual is a member of a Disaster Medical Assistance Team (DMAT), the Medical Reserve Corps (MRC), the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP), or other recognized state or federal response organization or group
- Identification indicating that the individual has been granted authority by a government entity to provide patient care, treatment, or services in disaster circumstances
- Confirmation by a licensed independent practitioner currently privileged by the hospital or by a staff member with personal knowledge of the volunteer practitioner's ability to act as a licensed independent practitioner during a disaster



Scoring

Category : A

Score : Insufficient Compliance

Observation(s):

EP 5

Observed in Credentialing and Privileging at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site.

It was observed that the medical staff bylaws did not require a government-issued photo identification card in addition to one other form of identification. Based on the wording, a practitioner would be eligible for disaster privileges by presenting just a "picture hospital ID card".

Chapter: Environment of Care

Program: Hospital Accreditation

Standard: EC.02.03.03

ESC 60 days

Standard Text: The hospital conducts fire drills.

Primary Priority Focus Area: Communication

**The Joint Commission
Findings**

Element(s) of Performance:

2. The hospital conducts fire drills every 12 months from the date of the last drill in all freestanding buildings classified as business occupancies and in which patients are seen or treated.

Note: In leased or rented facilities, drills need be conducted only in areas of the building that the hospital occupies.

**Scoring****Category :**

A

Score :

Insufficient Compliance

Observation(s):

EP 2

§482.41(b)(7) - (A-0714) - (7) The hospital must have written fire control plans that contain provisions for prompt reporting of fires; extinguishing fires; protection of patients, personnel and guests; evacuation; and cooperation with fire fighting authorities.

This Standard is NOT MET as evidenced by:

Observed in Tracer Activities at Sound Shore Medical Center of Westchester Cardiac Rehab (2365 Boston Post Road, Larchmont, NY) site for the Hospital deemed service.

Discussion with staff at the outpatient cardiac rehabilitation clinic revealed that they had not had a fire drill in the clinic. They stated there had been safety rounds but not a fire drill.

Chapter:

Environment of Care

Program:

Hospital Accreditation

Standard:

EC.02.03.05

ESC 60 days

Standard Text:

The hospital maintains fire safety equipment and fire safety building features.
Note: This standard does not require hospitals to have the types of fire safety equipment and building features described below. However, if these types of equipment or features exist within the building, then the following maintenance, testing, and inspection requirements apply.

Primary Priority Focus Area: Communication**Element(s) of Performance:**

6. For automatic sprinkler systems: Every week, the hospital tests fire pumps under no-flow conditions. The completion date of the tests is documented.

Note: For additional guidance on performing tests, see NFPA 25, 1998 edition.

**Scoring****Category :**

C

Score :

Insufficient Compliance

Observation(s):

**The Joint Commission
Findings**

EP 6

§482.41(b)(1)(i) - (A-0710) - (i) The hospital must meet the applicable provisions of the 2000 edition of the Life Safety Code of the National Fire Protection Association. The Director of the Office of the Federal Register has approved the NFPA 101®2000 edition of the Life Safety Code, issued January 14, 2000, for incorporation by reference in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. A copy of the Code is available for inspection at the CMS Information Resource Center, 7500 Security Boulevard, Baltimore, MD or at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: http://www.archives.gov/federal_register/code_of_federal_regulations/lbr_locations.html.

Copies may be obtained from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269. If any changes in this edition of the Code are incorporated by reference, CMS will publish notice in the Federal Register to announce the changes.

This Standard is NOT MET as evidenced by:

Observed in Document Review at Sound Shore Medical Center of Westchester (16 Guion Place, New Rochelle, NY) site for the Hospital deemed service.

For the period of March 2012 - June 2012, the organization's weekly fire pump testing documentation didn't include the suction/discharge pressures or the run time.

Observed in Document Review at Sound Shore Medical Center of Westchester (16 Guion Place, New Rochelle, NY) site for the Hospital deemed service.

For the period of July 2012 - September 2012, the organization's weekly fire pump testing documentation didn't include the suction/discharge pressures or the run time.

Observed in Document Review at Sound Shore Medical Center of Westchester (16 Guion Place, New Rochelle, NY) site for the Hospital deemed service.

For the period of October 2012 - February 2013, the organization's weekly fire pump testing documentation didn't include the suction/discharge pressures or the run time.

Chapter: Environment of Care
Program: Hospital Accreditation
Standard: EC.02.04.03

ESD 48 days

Standard Text: The hospital inspects, tests, and maintains medical equipment.

Primary Priority Focus Area: Communication

Element(s) of Performance:

5. The hospital performs equipment maintenance and chemical and biological testing of water used in hemodialysis. These activities are documented.



Scoring

Category : A
Score : Insufficient Compliance

Observation(s):

EP 5

Observed at Sound Shore Medical Center of Westchester (16 Guion Place, New Rochelle, NY) site.

There was an open bottle of residual chlorine strips in the cabinet that did not have an open date or expiration date. The recommendations printed on the container read they were good for 90 days from the open date.

Chapter: Environment of Care
Program: Hospital Accreditation

**The Joint Commission
Findings**

Standard: EC.02.05.01

ESC 45 days

Standard Text: The hospital manages risks associated with its utility systems.

Primary Priority Focus Area: Physical Environment

Element(s) of Performance:

6. In areas designed to control airborne contaminants (such as biological agents, gases, fumes, dust), the ventilation system provides appropriate pressure relationships, air-exchange rates, and filtration efficiencies.



Note: Areas designed for control of airborne contaminants include spaces such as operating rooms, special procedure rooms, delivery rooms for patients diagnosed with or suspected of having airborne communicable diseases (for example, pulmonary or laryngeal tuberculosis), patients in 'protective environment' rooms (for example, those receiving bone marrow transplants), laboratories, pharmacies, and sterile supply rooms. For further information, see Guidelines for Design and Construction of Health Care Facilities, 2010 edition, administered by the Facility Guidelines Institute and published by the American Society for Healthcare Engineering (ASHE).

Scoring

Category : A

Score : Insufficient Compliance

Observation(s):

EP 6

§482.51 - (A-0940) - §482.51 Condition of Participation: Condition of Participation: Surgical Services

This Standard is NOT MET as evidenced by:

Observed in Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

The Sterile processing decontamination room airflow was positive to the back corridor that separated the sterile and dirty rooms respectively. The airflow test was conducted utilizing a tissue.

Chapter: Environment of Care

Program: Hospital Accreditation

Standard: EC.02.05.07

ESC 45 days

Standard Text: The hospital inspects, tests, and maintains emergency power systems.
Note: This standard does not require hospitals to have the types of emergency power equipment discussed below. However, if these types of equipment exist within the building, then the following maintenance, testing, and inspection requirements apply.

Primary Priority Focus Area: Communication

**The Joint Commission
Findings**

Element(s) of Performance:

4. Twelve times a year, at intervals of not less than 20 days and not more than 40 days, the hospital tests each emergency generator for at least 30 continuous minutes. The completion dates of the tests are documented.



Scoring

Category : A
Score : Insufficient Compliance

6. Twelve times a year, at intervals of not less than 20 days and not more than 40 days, the hospital tests all automatic transfer switches. The completion date of the tests is documented.



Scoring

Category : A
Score : Insufficient Compliance

Observation(s):

EP 4

§482.41(c)(2) - (A-0724) - (2) Facilities, supplies, and equipment must be maintained to ensure an acceptable level of safety and quality.

This Standard is NOT MET as evidenced by:

Observed In Document Review at Sound Shore Medical Center of Westchester (16 Guion Place, New Rochelle, NY) site for the Hospital deemed service.

The organization's monthly generator (150 KW) testing documentation reflected there was less than 20 days between the test dated November 15, 2012 and December 2, 2012 respectively.

Observed In Document Review at Sound Shore Medical Center of Westchester (16 Guion Place, New Rochelle, NY) site for the Hospital deemed service.

The organization's monthly generator (600 KW) testing documentation reflected there were less than 20 days between the test dated October 28, 2012 and November 15, 2012 respectively.

EP 6

§482.41(c)(2) - (A-0724) - (2) Facilities, supplies, and equipment must be maintained to ensure an acceptable level of safety and quality.

This Standard is NOT MET as evidenced by:

Observed In Document Review at Sound Shore Medical Center of Westchester (16 Guion Place, New Rochelle, NY) site for the Hospital deemed service.

The organization's monthly automatic transfer switch (150 KW generator) testing documentation reflected there was less than 20 days between the test dated November 15, 2012 and December 2, 2012 respectively.

Observed In Document Review at Sound Shore Medical Center of Westchester (16 Guion Place, New Rochelle, NY) site for the Hospital deemed service.

The organization's monthly automatic transfer switch (600 KW generator) testing documentation reflected there was less than 20 days between the test dated October 28, 2012 and November 15, 2012 respectively.

Chapter: Infection Prevention and Control
Program: Hospital Accreditation
Standard: IC.02.02.01

ESQ 00 days

**The Joint Commission
Findings**

Standard Text: The hospital reduces the risk of infections associated with medical equipment, devices, and supplies.

Primary Priority Focus Area: Infection Control

Element(s) of Performance:

4. The hospital implements infection prevention and control activities when doing the following: Storing medical equipment, devices, and supplies.



Scoring

Category : C

Score : Insufficient Compliance

Observation(s):

EP 4

§482.51(b) - (A-0951) - §482.51(b) Standard: Delivery of Service

Surgical services must be consistent with needs and resources. Policies governing surgical care must be designed to assure the achievement and maintenance of high standards of medical practice and patient care.

This Standard is NOT MET as evidenced by:

Observed in Tracer Activities at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

It was observed on unit 3 North that laryngoscope blades in the crash cart were stored uncovered in a plastic tray, intermixed with other packaged and unpackaged items. There was no way to ascertain if these blades had been disinfected, nor were they stored in a way to maintain cleanliness.

Observed in Tracer Activities at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

It was observed in the Operating Suite that laryngoscope blades were stored uncovered in a crash cart drawer, intermixed with other medical items. There was no way to ascertain if these blades had been disinfected, nor were they packaged in a manner to maintain cleanliness.

Observed in Tracer Activities at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

The intubation blades stored in the crash cart in ICU and the crash cart on the telemetry unit were not stored in a manner to prevent contamination. The unwrapped blades were stored in an open bin under other supplies in the bottom drawer of the cart.

Chapter: Leadership

Program: Hospital Accreditation

Standard: LD.04.03.09

ESC 60 days

Standard Text: Care, treatment, and services provided through contractual agreement are provided safely and effectively.

Primary Priority Focus Area: Organizational Structure

**The Joint Commission
Findings**

Element(s) of Performance:

6. Leaders monitor contracted services by evaluating these services in relation to the hospital's expectations.



Scoring

Category : A

Score : Insufficient Compliance

7. Leaders take steps to improve contracted services that do not meet expectations.



Note: Examples of improvement efforts to consider include the following:

- Increase monitoring of the contracted services.
- Provide consultation or training to the contractor.
- Renegotiate the contract terms.
- Apply defined penalties.
- Terminate the contract.

Scoring

Category : A

Score : Insufficient Compliance

Observation(s):

**The Joint Commission
Findings**

EP 6

§482.12(e)(1) - (A-0084) - (1) The governing body must ensure that the services performed under a contract are provided in a safe and effective manner.

This Standard is NOT MET as evidenced by:

Observed In Tracer Visit at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

Discussion with leadership verified that the organization was not monitoring the contracted dialysis service when the following observations were shared with them.

During the tracer visit to inpatient dialysis on the fourth floor, it was noted there was dust on top of the sharps container, at the bottom of the medication cart and on the counter behind the area of water sampling. There was a stained ceiling tile near the window and a broken ceiling tile above machine F57. On the counter, there was a holder of four plastic bottles containing liquid. One bottle was labeled with the initials RO and a date of 3/5/13. In the tubing of this bottle there were areas of black spots. The third bottle was labeled as conductivity solution. This bottle's tubing was entirely black on the inside. The Fresenius staff member was not able to explain what these bottles were used for, what the date represented or why the tubes on these two bottles were discolored. There was a phoenix meter, containing a filled syringe, attached to one of the bottles. The calibration sticker on the meter documented it was calibrated on 4/20/11 and the next calibration due date was 4/20/12. There was an open bottle of residual chlorine strips in the cabinet that did not have an open date or expiration date. The recommendations printed on the container read they were good for 90 days from the open date. The log book for patients having been dialyzed contained only the date and name of patient. When the medication cart was opened, there were two open multi-dose vials of Heparin which had a marking that was not legible by the staff. Also, in the medication cart, there were multiple, pre-signed photocopied, blank Physician Order Templates. These order set forms had blank areas to be filled in for dialyzer, treatment hours, fluid removal goal, dialysis flow rate, bicarbonate bath, heparin, etc. These order sets were already signed by the Nephrologist. When I reviewed an Inpatient record, the order set blanks were filled in and was signed with the nurse's initials and a date of 1/23/2013. There was also a date of 1/23/2013 beside the photocopy physician signature. Upon discussing the process for obtaining the dialysis order, the dialysis nurse stated she calls the nephrologist and obtains the order, fills in the blanks and places the date beside the photocopied signature. There was no documentation to indicate this order was a telephone order. There was no time on the dialysis order for 1/23/13, 2/6/13 and 2/7/13.

EP 7

§482.23(b)(6) - (A-0398) - (6) Non-employee licensed nurses who are working in the hospital must adhere to the policies and procedures of the hospital. The director of nursing service must provide for the adequate supervision and evaluation of the clinical activities of non-employee nursing personnel which occur within the responsibility of the nursing services.

This Standard is NOT MET as evidenced by:

Observed in Individual Tracer at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

In meeting with management, it was admitted that there have been no attempts to mitigate or improve the deficiencies enumerated in the findings of EP 6, including performance issues of the non-employed nursing dialysis staff, as they were unaware those deficiencies were present.

Chapter:	Life Safety
Program:	Hospital Accreditation
Standard:	LS.02.01.10
Standard Text:	Building and fire protection features are designed and maintained to minimize the effects of fire, smoke, and heat.
Primary Priority Focus Area:	Physical Environment

NSC 80 days

**The Joint Commission
Findings**

Element(s) of Performance:

4. Openings in 2-hour fire-rated walls are fire rated for 1 1/2 hours.
(See also LS.02.01.20, EP 3; LS.02.01.30, EP 1) (For full text and any exceptions, refer to NFPA 101-2000: 8.2.3.2.3.1)



Scoring

Category :

A

Score :

Insufficient Compliance

Observation(s):

EP 4

§482.41(b)(1)(i) - (A-0710) - (i) The hospital must meet the applicable provisions of the 2000 edition of the Life Safety Code of the National Fire Protection Association. The Director of the Office of the Federal Register has approved the NFPA 101@2000 edition of the Life Safety Code, issued January 14, 2000, for incorporation by reference in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. A copy of the Code is available for inspection at the CMS Information Resource Center, 7500 Security Boulevard, Baltimore, MD or at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: http://www.archives.gov/federal_register/code_of_federal_regulations/lbr_locations.html.

Copies may be obtained from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269. If any changes in this edition of the Code are incorporated by reference, CMS will publish notice in the Federal Register to announce the changes.

This Standard is NOT MET as evidenced by:

Observed In Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

The mechanical room fire door located at top of stairwell G had penetrations around the door handle.

Observed In Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

The telecom room fire door located at top of stairwell G had penetrations around the door handle.

Observed In Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

The fire door leading into stairwell G 8th floor rating label was covering with paint.

Observed In Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

The door leading into stairwell A 7th floor was missing a rating label.

Chapter:

Life Safety

Program:

Hospital Accreditation

Standard:

LS.02.01.20

ESC 60 days

Standard Text:

The hospital maintains the integrity of the means of egress.

Primary Priority Focus Area:

Physical Environment

**The Joint Commission
Findings**

Element(s) of Performance:

13. Exits, exit accesses, and exit discharges are clear of obstructions or impediments to the public way, such as clutter (for example, equipment, carts, furniture), construction material, and snow and ice. (For full text and any exceptions, refer to NFPA 101-2000: 7.1.10.1)



Scoring

Category :

C

Score :

Partial Compliance

29. Stairs serving five or more stories have signs on each floor landing in the stairwell that identify the story, the stairwell, the top and bottom, and the direction to and story of exit discharge. The signs are placed 5 feet above the floor landing in a position that is easily visible when the door is open or closed. (For full text and any exceptions, refer to NFPA 101-2000: 7.2.2.5.4)



Scoring

Category :

C

Score :

Insufficient Compliance

Observation(s):

**The Joint Commission
Findings**

EP 13

§482.41(b)(1)(i) - (A-0710) - (i) The hospital must meet the applicable provisions of the 2000 edition of the Life Safety Code of the National Fire Protection Association. The Director of the Office of the Federal Register has approved the NFPA 101@2000 edition of the Life Safety Code, issued January 14, 2000, for incorporation by reference in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. A copy of the Code is available for inspection at the CMS Information Resource Center, 7500 Security Boulevard, Baltimore, MD or at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: http://www.archives.gov/federal_register/code_of_federal_regulations/ibr_locations.html.

Copies may be obtained from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269. If any changes in this edition of the Code are incorporated by reference, CMS will publish notice in the Federal Register to announce the changes.

This Standard is NOT MET as evidenced by:

Observed In Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

There was a clean linen cart stored in the Endoscopy corridor adjacent to the 8th floor PACU (corrected on survey).

Observed In Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

There was a row of chairs stored in the corridor across from the Infusion room.

EP 29

§482.41(b)(1)(i) - (A-0710) - (i) The hospital must meet the applicable provisions of the 2000 edition of the Life Safety Code of the National Fire Protection Association. The Director of the Office of the Federal Register has approved the NFPA 101@2000 edition of the Life Safety Code, issued January 14, 2000, for incorporation by reference in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. A copy of the Code is available for inspection at the CMS Information Resource Center, 7500 Security Boulevard, Baltimore, MD or at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: http://www.archives.gov/federal_register/code_of_federal_regulations/ibr_locations.html.

Copies may be obtained from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269. If any changes in this edition of the Code are incorporated by reference, CMS will publish notice in the Federal Register to announce the changes.

This Standard is NOT MET as evidenced by:

Observed In Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

The 9th floor stairwell landing was missing egress signage.

Observed In Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

The 8th floor stairwell landing signage located in stairwell D was posted on the back of the fire door.

Observed In Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

The 7th floor stairwell landing signage located in stairwell D was posted on the back of the fire door.

Chapter:	Life Safety
Program:	Hospital Accreditation
Standard:	LS.02.01.30
Standard Text:	The hospital provides and maintains building features to protect individuals from the hazards of fire and smoke.
Primary Priority Focus Area:	Physical Environment

ESC 60 days

The Joint Commission

Element(s) of Performance:

2. All hazardous areas are protected by walls and doors in accordance with NFPA 101-2000: 18/19.3.2.1. (See also LS.02.01.10, EP 5; LS.02.01.20, EP 18) Hazardous areas include, but are not limited, to the following:



Boiler/fuel-fired heater rooms

- Existing boiler/fuel-fired heater rooms have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices; or the rooms have 1-hour fire-rated walls and 3/4-hour fire-rated doors.

- New boiler/fuel-fired heater rooms have sprinkler systems and have 1-hour fire-rated walls and 3/4-hour fire-rated doors.

Central/bulk laundries larger than 100 square feet

- Existing central/bulk laundries larger than 100 square feet have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices; or the laundries have 1-hour fire-rated walls and 3/4-hour fire-rated doors.

- New central/bulk laundries larger than 100 square feet have sprinkler systems and have 1-hour fire-rated walls and 3/4-hour fire-rated doors.

Flammable liquid storage rooms (See NFPA 30-1996:4-4.2.1 and 4-4.4.2)

- Existing flammable liquid storage rooms have 2-hour fire-rated walls with 1 1/2-hour fire-rated doors.

- New flammable liquid storage rooms have sprinkler systems and have 2-hour fire-rated walls with 1 1/2-hour fire-rated doors.

Laboratories (See NFPA 45-1996 to determine if a laboratory is a 'severe hazard' area)

- Existing laboratories that are not severe hazard areas have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices; or the laboratories have walls fire rated for 1 hour with 3/4-hour fire-rated doors.

- New laboratories that are not severe hazard areas have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices.

- Existing laboratories that are severe hazard areas (See NFPA 99-1999: 10-3.1.1) have 2-hour fire-rated walls with 1 1/2-hour fire-rated doors. When there is a sprinkler system, the walls are fire rated for 1 hour with 3/4-hour fire-rated doors.

- New laboratories that are severe hazard areas (See NFPA 99-1999: 10-3.1.1) have sprinkler systems and have 1-hour fire-rated walls with 3/4-hour fire-rated doors.

- Existing flammable gas storage rooms in laboratories have 2-hour fire-rated walls with 1 1/2-hour fire-rated doors. (See NFPA 99-1999: 10-10.2.2)

- New flammable gas storage rooms in laboratories have sprinkler systems and have 2-hour fire-rated walls with 1 1/2-hour fire-rated doors. (See NFPA 99-1999: 10-10.2.2)

Maintenance repair shops

- Existing maintenance repair shops have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices; or the shops have 1-hour fire-rated walls with at least 3/4-hour fire-rated doors.

- New maintenance repair shops have sprinkler systems and have 1-hour fire-rated walls with 3/4-hour fire-rated doors.

Piped oxygen tank supply rooms (See NFPA 99-1999: 4-3.1.1.2)

- Existing piped oxygen tank supply rooms have 1-hour fire-rated walls with 3/4-hour fire-rated doors.

The Joint Commission Findings

- New piped oxygen tank supply rooms have sprinkler systems and have 1-hour fire-rated walls with 3/4-hour fire-rated doors.

Paint shops that are not severe hazard areas

- Existing paint shops that are not severe hazard areas have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices; or the shops have 1-hour fire-rated walls with 3/4-hour fire-rated doors.

- New paint shops that are not severe hazard areas have sprinkler systems and have 1-hour fire-rated walls with 3/4-hour fire-rated doors.

Soiled linen rooms

- Existing soiled linen rooms have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices; or the rooms have 1-hour fire-rated walls with 3/4-hour fire-rated doors.

- New soiled linen rooms have sprinkler systems and have 1-hour fire-rated walls with 3/4-hour fire-rated doors.

Storage rooms

- Existing storage rooms for combustible materials larger than 50 square feet have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices; or the rooms have 1-hour fire-rated walls with 3/4-hour fire-rated doors.

- New storage rooms for combustible materials 50 to 100 square feet are sprinklered, resist the passage of smoke, and have doors with self-closing or automatic-closing devices.

- New storage rooms for combustible materials larger than 100 square feet are sprinklered and have 1-hour fire-rated walls with 3/4-hour fire-rated doors.

Trash collection rooms

- Existing trash collection rooms have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices; or the rooms have 1-hour fire-rated walls with 3/4-hour fire-rated doors.

- New trash collection rooms are sprinklered and have 1-hour fire-rated walls with 3/4-hour fire-rated doors.

Scoring

Category :

C

Score :

Partial Compliance

23. Doors in smoke barriers are self-closing or automatic-closing, constructed of 1 3/4-inch or thicker solid bonded wood core or equivalent, and fitted to resist the passage of smoke. The gap between meeting edges of door pairs is no wider than 1/8 inch, and undercuts are no larger than 3/4 inch. Doors do not have nonrated protective plates more than 48 inches above the bottom of the door. (For full text and any exceptions, refer to NFPA 101-2000: 18/19.3.7.5, 18/19.3.7.6, and 8.3.4.1)



Scoring

Category :

C

Score :

Partial Compliance

Observation(s):

**The Joint Commission
Findings**

EP 2

§482.41(b)(1)(i) - (A-0710) - (i) The hospital must meet the applicable provisions of the 2000 edition of the Life Safety Code of the National Fire Protection Association. The Director of the Office of the Federal Register has approved the NFPA 101@2000 edition of the Life Safety Code, issued January 14, 2000, for incorporation by reference in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. A copy of the Code is available for inspection at the CMS Information Resource Center, 7500 Security Boulevard, Baltimore, MD or at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: http://www.archives.gov/federal_register/code_of_federal_regulations/lbr_locations.html.

Copies may be obtained from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269. If any changes in this edition of the Code are incorporated by reference, CMS will publish notice in the Federal Register to announce the changes.

This Standard is NOT MET as evidenced by:

Observed in Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

The Endoscopy dirty utility room door didn't latch during the functional test.

Observed in Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

The 8th floor linen/trash chute room door had a hole located at the top of the cypher lock.

EP 23

§482.41(b)(1)(i) - (A-0710) - (i) The hospital must meet the applicable provisions of the 2000 edition of the Life Safety Code of the National Fire Protection Association. The Director of the Office of the Federal Register has approved the NFPA 101@2000 edition of the Life Safety Code, issued January 14, 2000, for incorporation by reference in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. A copy of the Code is available for inspection at the CMS Information Resource Center, 7500 Security Boulevard, Baltimore, MD or at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: http://www.archives.gov/federal_register/code_of_federal_regulations/lbr_locations.html.

Copies may be obtained from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269. If any changes in this edition of the Code are incorporated by reference, CMS will publish notice in the Federal Register to announce the changes.

This Standard is NOT MET as evidenced by:

Observed in Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

The smoke barrier door located at the entrance to 5 Joyce didn't latch during the functional test.

Observed in Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

The smoke barrier door located at the entrance to the 4 floor med-surge unit didn't latch during the functional test.

Chapter: Life Safety
Program: Hospital Accreditation
Standard: LS.02.01.34
Standard Text: The hospital provides and maintains fire alarm systems.
Primary Priority Focus Area: Physical Environment

ESC 46 days

**The Joint Commission
Findings**

Element(s) of Performance:

2. The master fire alarm control panel is located in a protected environment (an area enclosed with 1-hour fire-rated walls and 3/4-hour fire-rated doors) that is continuously occupied or in an area with a smoke detector. (See also LS.02.01.10, EP 5) (For full text and any exceptions, refer to NFPA 101-2000: 9.6.4 and NFPA 72-1999: 1-5.6 and 3-8.41)



Scoring

Category :

A

Score :

Insufficient Compliance

4. The hospital meets all other Life Safety Code fire alarm requirements related to NFPA 101-2000: 18/19.3.4.



Scoring

Category :

C

Score :

Partial Compliance

Observation(s):

**The Joint Commission
Findings**

EP 2

§482.41(b)(1)(i) - (A-0710) - (i) The hospital must meet the applicable provisions of the 2000 edition of the Life Safety Code of the National Fire Protection Association. The Director of the Office of the Federal Register has approved the NFPA 101@2000 edition of the Life Safety Code, issued January 14, 2000, for incorporation by reference in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. A copy of the Code is available for inspection at the CMS Information Resource Center, 7500 Security Boulevard, Baltimore, MD or at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: http://www.archives.gov/federal_register/code_of_federal_regulations/ibr_locations.html.

Copies may be obtained from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269. If any changes in this edition of the Code are incorporated by reference, CMS will publish notice in the Federal Register to announce the changes.

This Standard is NOT MET as evidenced by:

Observed In Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

The main fire alarm panel was located in room that was not continuously occupied or equipped with a smoke detector.

EP 4

§482.41(b)(1)(i) - (A-0710) - (i) The hospital must meet the applicable provisions of the 2000 edition of the Life Safety Code of the National Fire Protection Association. The Director of the Office of the Federal Register has approved the NFPA 101@2000 edition of the Life Safety Code, issued January 14, 2000, for incorporation by reference in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. A copy of the Code is available for inspection at the CMS Information Resource Center, 7500 Security Boulevard, Baltimore, MD or at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: http://www.archives.gov/federal_register/code_of_federal_regulations/ibr_locations.html.

Copies may be obtained from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269. If any changes in this edition of the Code are incorporated by reference, CMS will publish notice in the Federal Register to announce the changes.

This Standard is NOT MET as evidenced by:

Observed In Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

The 4th floor Doctor's on-call room #1 wasn't equipped with a smoke detector.

Observed in Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

The 4th floor Doctor's on-call room #2 wasn't equipped with a smoke detector.

Chapter:	Life Safety
Program:	Hospital Accreditation
Standard:	LS.02.01.35
Standard Text:	The hospital provides and maintains systems for extinguishing fires.
Primary Priority Focus Area:	Physical Environment
Element(s) of Performance:	

14. The hospital meets all other Life Safety Code automatic extinguishing requirements related to NFPA 101-2000: 18/19.3.5.



Scoring

Category : C
Score : Insufficient Compliance

**The Joint Commission
Findings**

Observation(s):

EP 14

§482.41(b)(1)(i) - (A-0710) - (i) The hospital must meet the applicable provisions of the 2000 edition of the Life Safety Code of the National Fire Protection Association. The Director of the Office of the Federal Register has approved the NFPA 101@2000 edition of the Life Safety Code, issued January 14, 2000, for incorporation by reference in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. A copy of the Code is available for inspection at the CMS Information Resource Center, 7500 Security Boulevard, Baltimore, MD or at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: http://www.archives.gov/federal_register/code_of_federal_regulations/lbr_locations.html.

Copies may be obtained from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269. If any changes in this edition of the Code are incorporated by reference, CMS will publish notice in the Federal Register to announce the changes.

This Standard is NOT MET as evidenced by:

Observed in Building Tour at Sound Shore Medical Center of Westchester (16 Guion Place, New Rochelle, NY) site for the Hospital deemed service.

The sprinkler head located just before the entrance to the 8th floor stair tower B was missing an escutcheon plate.

Observed in Building Tour at Sound Shore Medical Center of Westchester (16 Guion Place, New Rochelle, NY) site for the Hospital deemed service.

The sprinkler head located within the 4th floor med-surge clean utility room was missing an escutcheon plate.

Observed in Building Tour at Sound Shore Medical Center of Westchester (16 Guion Place, New Rochelle, NY) site for the Hospital deemed service.

The sprinkler head located outside of the 8th floor conference room was missing an escutcheon plate.

Chapter: Medical Staff
Program: Hospital Accreditation
Standard: MS.06.01.03

NSC 60 days

Standard Text: The hospital collects information regarding each practitioner's current license status, training, experience, competence, and ability to perform the requested privilege.

Primary Priority Focus Area: Credentialed Practitioners

Element(s) of Performance:

6. The credentialing process requires that the hospital verifies in writing and from the primary source whenever feasible, or from a credentials verification organization (CVO), the following information:

- The applicant's current licensure at the time of initial granting, renewal, and revision of privileges, and at the time of license expiration
- The applicant's relevant training
- The applicant's current competence

(See also PC.03.01.01, EP 1)



Scoring

Category : A
Score : Insufficient Compliance

Observation(s):

**The Joint Commission
Findings**

EP 6

Observed in Credentialing and Privileging at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site.

It was observed that the credentialing and privileging sections of the medical staff bylaws did not include language requiring that primary source verification be used, whenever feasible, when confirming licensure, training or competence. The hospital was using primary source verification, but the bylaws did not require it.

Chapter: Medical Staff

Program: Hospital Accreditation

Standard: MS.06.01.05

REC 60 days

Standard Text: The decision to grant or deny a privilege(s), and/or to renew an existing privilege(s), is an objective, evidence-based process.

Primary Priority Focus Area: Credentialed Practitioners

Element(s) of Performance:

12. Information regarding each practitioner's scope of privileges is updated as changes in clinical privileges for each practitioner are made.



Scoring

Category : A

Score : Insufficient Compliance

Observation(s):

EP 12

Observed in Credentialing and Privileging at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site.

It was observed that the medical staff did not review or update a provider's privilege list at the time of re-credentialing. Physicians who were on staff for many years maintained the same privileging form that was used during initial appointment. There was no process to identify which of those privileges the physician was still exercising, nor the quality of his/her performance regarding the individual privileges listed.

Chapter: Medical Staff

Program: Hospital Accreditation

Standard: MS.08.01.01

REC 60 days

Standard Text: The organized medical staff defines the circumstances requiring monitoring and evaluation of a practitioner's professional performance.

Primary Priority Focus Area: Credentialed Practitioners

**The Joint Commission
Findings**

Element(s) of Performance:

3. The performance monitoring process is clearly defined and includes each of the following elements:



- Criteria for conducting performance monitoring
- Method for establishing a monitoring plan specific to the requested privilege
- Method for determining the duration of performance monitoring
- Circumstances under which monitoring by an external source is required

Scoring

Category :

A

Score :

Insufficient Compliance

Observation(s):

EP 3

Observed In Document Review at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site.

It was observed that the medical staff did not have a clearly defined written procedure for performance monitoring of credentialed practitioners. On initial appointment, practitioners were placed on provisional status until such time as the department chairman released them from provisional based on the practitioner's general performance. Thereafter, focused performance evaluation was conducted at the discretion of the department chairman based on undefined criteria. Neither the method and duration of monitoring, nor the circumstances requiring outside monitoring were defined in writing in the bylaws or any other medical staff policy.

Chapter:

Medication Management

Program:

Hospital Accreditation

Standard:

MM.03.01.01

580 46 days

Standard Text:

The hospital safely stores medications.

Primary Priority Focus Area: Information Management

Element(s) of Performance:

7. All stored medications and the components used in their preparation are labeled with the contents, expiration date, and any applicable warnings.



Scoring

Category :

C

Score :

Insufficient Compliance

Observation(s):

**The Joint Commission
Findings**

EP 7

Observed in Tracer Activities at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site.

It was observed in the operating room that solution used for wound irrigation was being stored in a warmer without the bottles being labeled with an expiration date. The manufacturer's instructions stated that the solution was only good for 60 days after being warmed above room temperature. The nurse manager stated that the solution is not labeled because it is used so frequently that it never stays in the warmer longer than 60 days.

Observed in Tracer Activities at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site.

In a second finding, it was observed that solution used for instrument irrigation was being stored in a warmer without the bottles being labeled with an expiration date. The manufacturer's instructions stated that the solution was only good for 60 days after being warmed above room temperature.

Observed in Individual Tracer at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site.

During the tracer activity on the labor and delivery unit, it was noted there was an open vial of penicillin in the medication refrigerator. The vial was labeled with a date of 3/1/13. There was no way to know if this was the open date or expiration date. The hospital's policy stated, "multiple dose vials can be reused until the labeled date of expiration as long as they are stored according to the manufacturer's recommendations and aseptic technique is used while withdrawing contents". The manufacturer's recommendations for this vial of penicillin stated, "all solutions should be stored in a refrigerator and when refrigerated, penicillin solutions may be stored for seven days without significant loss of potency".

Observed in Tracer Activities at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site.

Two opened insulin vials in the medication refrigerator on the telemetry unit were not labeled with the date of expiration which would be 28 days after the vial was opened.

Observed in Tracer Activities at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site.

When the medication cart was opened, there were two open multi-dose vials of Heparin which had a marking that was not legible by the staff.

Chapter: Medication Management
Program: Hospital Accreditation
Standard: MM.04.01.01
Standard Text: Medication orders are clear and accurate.
Primary Priority Focus Area: Medication Management
Element(s) of Performance:

10. The hospital defines, in writing, the circumstances for which weight-based dosing is required for pediatric populations. (See also MM.01.01.01, EP 1)



ESC 60 days

Scoring

Category : A
Score : Insufficient Compliance

Observation(s):

**The Joint Commission
Findings**

EP 10

Observed in Individual Tracer at Sound Shore Medical Center of Westchester (16 Guion Place, New Rochelle, NY) site.

During the individual tracer of a pediatric patient on 4 Joyce, it was noted the ED physician ordered an adult dose of acetaminophen (120mg) for a 4 month old pediatric patient. When requested to see the hospital's policy for weight-based dosing for pediatric patients, it was noted they did not have one.

Chapter: Medication Management
Program: Hospital Accreditation
Standard: MM.05.01.07
Standard Text: The hospital safely prepares medications.
Primary Priority Focus Area: Medication Management
Element(s) of Performance:

ESC 45 days

1. A pharmacist, or pharmacy staff under the supervision of a pharmacist, compounds or admixes all compounded sterile preparations except in urgent situations in which a delay could harm the patient or when the product's stability is short.



Scoring
Category : A
Score : Insufficient Compliance

Observation(s):

EP 1

§482.25(b)(1) - (A-0501) - (1) All compounding, packaging, and dispensing of drugs and biologicals must be under the supervision of a pharmacist and performed consistent with State and Federal laws.

This Standard is NOT MET as evidenced by:

Observed in Medical Management Session at Sound Shore Medical Center of Westchester (16 Guion Place, New Rochelle, NY) site for the Hospital deemed service.

It was identified that a number of sterile intravenous medications were being routinely admixed by the nursing staff on the nursing units prior to administration, including medication identified as high-alert by the organization, such as intravenous insulin for infusion. These medications were not needed urgently, nor did they have a short expiry. The organization explained that they made the decision to do this some time ago due to challenges they faced preparing all sterile medications in the pharmacy.

Observed in Tracer Visit at Sound Shore Medical Center of Westchester (16 Guion Place, New Rochelle, NY) site for the Hospital deemed service.

During the tracer visit on 4 Joyce, it was noted in the medication room there were four vials of vancomycin in a plastic bag in the medication area. The nursing staff verbalized they mix any odd dose medications in the medication room. There was no counter space in this particular medication room. The mixing of the medication was being done by the nursing staff on top of the medication cart.

Chapter: Provision of Care, Treatment, and Services
Program: Hospital Accreditation
Standard: PC.01.02.07
Standard Text: The hospital assesses and manages the patient's pain.
Primary Priority Focus Area: Assessment and Care/Services

ESC 45 days

**The Joint Commission
Findings**

Element(s) of Performance:

3. The hospital reassesses and responds to the patient's pain, based on its reassessment criteria.



Scoring

Category :

C

Score :

Partial Compliance

Observation(s):

EP 3

Observed in Individual Tracer at Sound Shore Medical Center of Westchester (16 Guion Place, New Rochelle, NY) site.

During the Individual tracer on 4 Joyce, it was noted the patient received pain medication (hydromorphone) at 1200 on 3/3/13 and there was no reassessment of pain. The hospital policy was for pain to be reassessed within one hour of receiving pain medication.

Observed in Individual Tracer at Sound Shore Medical Center of Westchester (16 Guion Place, New Rochelle, NY) site.

During the individual tracer on 4 Joyce, it was noted the patient was given pain medication at 0400 and was not reassessed until 0707. The hospital policy was for patients to be reassessed within one hour of receiving pain medication.

Chapter: Provision of Care, Treatment, and Services

Program: Hospital Accreditation

Standard: PC.02.01.03

ESC 48 days

Standard Text: The hospital provides care, treatment, and services as ordered or prescribed, and in accordance with law and regulation.

Primary Priority Focus Area: Communication

Element(s) of Performance:

1. For hospitals that use Joint Commission accreditation for deemed status purposes: Prior to providing care, treatment, and services, the hospital obtains or renews orders (verbal or written) from a licensed independent practitioner or other practitioner in accordance with professional standards of practice; law and regulation; hospital policies; and medical staff bylaws, rules, and regulations. *

Footnote *: For law and regulation guidance pertaining to those responsible for the care of the patient, refer to 42 CFR 482.12(c).



Scoring

Category :

A

Score :

Insufficient Compliance

Observation(s):

**The Joint Commission
Findings**

EP 1

§482.23(c) - (A-0404) - §482.23(c) Standard: Preparation and Administration of Drugs

(c) Standard: Preparation and administration of drugs. (1) Drugs and biologicals must be prepared and administered in accordance with Federal and State laws, the orders of the practitioner or practitioners responsible for the patient's care as specified under §482.12(c), and accepted standards of practice.

This Standard is NOT MET as evidenced by:

Observed in Building Tour at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

There were multiple, pre-signed photocopied, blank Physician Order Templates. These order set forms had blank areas to be filled in for dialyzer, treatment hours, fluid removal goal, dialysis flow rate, bicarbonate bath, heparin, etc. These order sets were already signed by the Nephrologist. When I reviewed an Inpatient record, the order set blanks were filled in and was signed with the nurse's initials and a date of 1/23/ 2013. There was also a date of 1/23/2013 beside the photocopy physician signature. Upon discussing the process for obtaining the dialysis order, the dialysis nurse stated she calls the nephrologist and obtains the order, fills in the blanks and places the date beside the photocopied signature. There was no documentation to indicate this order was a telephone order.

Chapter: Record of Care, Treatment, and Services

Program: Hospital Accreditation

Standard: RC.01.01.01

ESC 60 days

Standard Text: The hospital maintains complete and accurate medical records for each individual patient.

Primary Priority Focus Area: Information Management

Element(s) of Performance:

19. For hospitals that use Joint Commission accreditation for deemed status purposes: All entries in the medical record, including all orders, are timed.



Scoring

Category : C

Score : Insufficient Compliance

Observation(s):

**The Joint Commission
Findings**

EP 19

§482.24(c)(1) - (A-0450) - (1) All patient medical record entries must be legible, complete, dated, timed, and authenticated in written or electronic form by the person responsible for providing or evaluating the service provided, consistent with hospital policies and procedures.

This Standard is NOT MET as evidenced by:

Observed in Individual Tracer at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

It was observed in the record of a patient who underwent an upper endoscopy that the consent form was dated, but the area designated for entry of the time was left blank.

§482.24(c)(2) - (A-0450) - (2) All orders, including verbal orders, must be dated, timed, and authenticated promptly by the ordering practitioner or by another practitioner who is responsible for the care of the patient only if such a practitioner is acting in accordance with State law, including scope-of-practice laws, hospital policies, and medical staff bylaws, rules, and regulations.

This Standard is NOT MET as evidenced by:

Observed in Individual Tracer at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site for the Hospital deemed service.

It was observed in the record of a patient who underwent a colonoscopy that the consent form was dated, but the section designated for entry of the time was left blank.

Observed in Individual Tracer at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site.

There was no time on the dialysis order for 1/23/13, 2/6/13 and 2/7/13

SSMC

45 dy.

Program: HAP Standard: EC.02.04.03 EP: 5

Corrective Action Taken:

(This display is not editable)

WHO: Title of who is responsible for the corrective action and ongoing compliance. Title of who approved the action, policy, or procedure. Title of who was trained.

The Senior VP for Patient Care Services is ultimately responsible for the corrective action and the overall and ongoing compliance.

WHAT: A description of the action taken, of the policy or process and how the element of performance was addressed.

All contracted Renal Dialysis RNs were in-serviced on the appropriate labeling of residual chlorine strips once the container is opened. The label should include the expiration date once the container is opened.

WHEN: A date of when each action, policy, procedure, and/or training was completed.

All contracted Renal Dialysis RNs were in-serviced immediately and on March 14, 2013 regarding the appropriate labeling of residual chlorine strips once the container is opened. Emphasis on labeling the container with the expiration date.

HOW: A description of how the policy or process was implemented.

Compliance will be sustained with this element of performance by the following action: weekly Unit rounds include checking containers for appropriate labeling which include the expiration date if the container is opened. This information is reported monthly to the Renal Dialysis Quality Improvement Committee.

Close Print

SSMC

Program: HAP Standard: EC.02.05.01 EP: 5

Corrective Action Taken:

(This display is not editable)

WHO: Title of who is responsible for the corrective action and ongoing compliance. Title of who approved the action, policy, or procedure. Title of who was trained.

The Administrator of Support Services is responsible for the corrective action, implementation and compliance of the Utility Policies.

WHAT: A description of the action taken, of the policy or process and how the element of performance was addressed.

The Supply and Exhaust vents in the decontamination room were readjusted in order to make the sterile room positive to the interior passageway. The decontamination room supply and exhaust vents were not touched as the room was already negative to the interior passageway. The Policy on Installing & Maintaining Appropriate Pressure Relationships will be revised to include monthly inspections of all areas requiring positive or negative pressure relationships.

WHEN: A date of when each action, policy, procedure, and/or training was completed.

All work was completed during the survey on 3/6/13. The policy was revised and presented and approved by the EOC Committee on 4/11/13.

HOW: A description of how the policy or process was implemented.

The Administrator of Support Services, or his designee, will assign engineering staff to perform Bi-Monthly inspections of all areas requiring positive or negative pressure relationships. These inspections will be kept in an inspection log in the engineering office. Results of these inspection reports will be made to the EOC Committee quarterly

Program: HAP Standard: EC.02.05.07 EP: 4

Corrective Action Taken:

(This display is not editable)

WHO: Title of who is responsible for the corrective action and ongoing compliance. Title of who approved the action, policy, or procedure. Title of who was trained.
The Administrator of Support Services is responsible for the corrective action, implementation and compliance of the Utility Policies.

WHAT: A description of the action taken, of the policy or process and how the element of performance was addressed.
Review and additional education of the existing policy was performed to all staff directly responsible for the testing of the generators and ATS. It was emphasized that all tests must be within the 20 and 40 day time frames set by The Joint Commission.

WHEN: A date of when each action, policy, procedure, and/or training was completed.
The review and education of staff was completed on 3/14/13.

HOW: A description of how the policy or process was implemented.
Review of the generator inspections logs will occur monthly by the Administrator of Support Services, or his designee. These inspection reports will be submitted to the EOC Committee Quarterly.

Program: HAP Standard: EC.02.05.07 EP: 6

Corrective Action Taken:

(This display is not editable)

WHO: Title of who is responsible for the corrective action and ongoing compliance. Title of who approved the action, policy, or procedure. Title of who was trained.
The Administrator of Support Services is responsible for the corrective action, implementation and compliance of the Utility Policies.

WHAT: A description of the action taken, of the policy or process and how the element of performance was addressed.
Review and additional education of the existing policy was performed to all staff directly responsible for the testing of the generators and ATS. It was emphasized that all tests must be within the 20 and 40 day time frames set by The Joint Commission.

WHEN: A date of when each action, policy, procedure, and/or training was completed.
The review and education of staff was completed on 3/14/13.

HOW: A description of how the policy or process was implemented.
Review of the generator inspections logs will occur monthly by the Administrator of Support Services, or his designee. These inspection reports will be submitted to the EOC Committee Quarterly.

Close

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SSMC

Corrective Action Taken:

(This display is not editable)

Compliance will be sustained with this element of performance by the following action: If a Disaster occurs a list of volunteers with the primary source of identification (government issued photo ID and a secondary identification) will be completed.

Close

Print

SSMC

The Joint Commission

Connect™ / ESC-MOS

Evidence of Standards Compliance

Logged-In: Francine Cieslinski Extranet Home
Sound Shore Medical Center of Westchester
16 Gulon Place
New Rochelle, NY 10802
HCO ID:5807

Evidence Of Standards Compliance Form

Select Event
Print Form
Esc Form
Summary

Resource Documents
• How To Navigate
• Clarification Instructions
• ESC Instructions
• ESC FAQs

Program: HAP

Event: ESC46

Standard: LS.01.02.01

The Due Date for your ESC46 is 06/02/2013.

Standard Text

The hospital protects occupants during periods when the Life Safety Code is not met or during periods of construction.

Surveyor Findings

EP 1

Observed In Document Review at Sound Shore Medical Center of Westchester (16 Gulon Place, New Rochelle, NY) site. The organization's Interim Life Safety Measure (ILSM) plan/program didn't address notifying the fire department and initiating a fire watch when the fire alarm or sprinkler system is out of service more than 4 hours in a 24-hour period in an occupied building.

Please select/highlight the element of performance (EP) you would like to respond to.

EP	Type	Element Of Performance (EP) Text	Ten Day Clarif	Ten Day Status
1	A	1. The hospital notifies the fire department (or other emergency response group) and initiates a fire watch when a fire alarm or sprinkler system is out of service more than 4 hours in a 24-hour period in an occupied building. Notification and fire watch times are documented. (For full text and any exceptions, refer to NFPA 101-2000: 9.6.1.8 and 9.7.6.1) (See also LS.01.01.01, EP 3)	<input checked="" type="checkbox"/>	Accepted

Clarification Documentation:

WHO: The title of who approved the policy or procedure.

The Administrator of Support Services is responsible for the implementation and compliance of the Life Safety Policies.

WHAT: A description of the policy, procedure, or process that was present prior to the survey. Include a description of the associated implementation as well as a description of how the surveyor's observation(s) actually met the requirements of the policy, procedure, or process.

As part of the ILSM Program, we have the Fire Watch Policy & Procedure. This policy states:
"A Fire Watch is required when the fire alarm system or the fire protection system, such as sprinklers, is inoperative for any four hours in a 24-hour period, or when "hot work" is being conducted, such as cutting, torching, or welding. The Engineering Department personnel will conduct

WHEN: The date the policy, procedure, or process was approved, as well as the effective date of implementation and date when training occurred. If the policy/procedure has been revised since the initial approval, please include all "reviewed" and "revised" dates.

Initial date the policy was January 2001 and revised 2004, 2007, 2010, 2012 and 2013.

HOW: The description of how the information was disseminated to staff members prior to the survey.

Policies are reviewed with engineering staff directly having responsibility upon hire, annually and every time the policy is reviewed or changed.

Save

SSMC

Program: HAP Standard: LS.02.01.34 EP: 5

Corrective Action Taken:

(This display is not editable)

WHO: Title of who is responsible for the corrective action and ongoing compliance. Title of who approved the action, policy, or procedure. Title of who was trained.

The Administrator of Support Services is responsible for the corrective action, implementation and compliance of the Life Safety Policies.

WHAT: A description of the action taken, of the policy or process and how the element of performance was addressed.

Battery operated smoke detectors were placed in each of the on-call room and one in the main fire panel room. This work is done as an interim step to the project for upgrading of the main fire alarm system, which at that time hard wired smoke detectors will be installed into these areas.

WHEN: A date of when each action, policy, procedure, and/or training was completed.

New battery operated smoke detectors were installed on 4/11/13. The project to upgrade the entire Fire Alarm System on Campus is scheduled to begin October 2013 and to be completed by October 2016

HOW: A description of how the policy or process was implemented.

The Administrator of Support Services will assign engineering staff to perform Monthly inspections battery operated smoke detectors. These inspections will be kept in an inspection log in the engineering office. Results of these inspection reports will be made to the EOC Committee quarterly.

Close

Print

SSMC

Program: HAP Standard: LS.02.01.34 EP: 4

Corrective Action Taken:

(This display is not editable)

WHO: Title of who is responsible for the corrective action and ongoing compliance. Title of who approved the action, policy, or procedure. Title of who was trained.
The Administrator of Support Services is responsible for the corrective action, implementation and compliance of the Life Safety Policies.

WHAT: A description of the action taken, of the policy or process and how the element of performance was addressed.

Battery operated smoke detectors were placed in each of the on-call rooms and one in the main fire panel room. This work is done as an interim step to the project for upgrading of the main fire alarm system, which at that time hard wired smoke detectors will be installed into these areas.

WHEN: A date of when each action, policy, procedure, and/or training was completed.

New battery operated smoke detectors were installed on 4/11/13. The project to upgrade the entire Fire Alarm System on Campus is scheduled to begin October 2013 and to be completed by October 2016

HOW: A description of how the policy or process was implemented.

The Administrator of Support Services will assign engineering staff to perform Monthly inspections battery operated smoke detectors. These inspections will be kept in an inspection log in the engineering office. Results of these inspection reports will be made to the EOC Committee quarterly.

Close

Print

SSMC

Program: HAP Standard: MM.03.01.01 EP: 4

Corrective Action Taken:

(This display is not editable)

WHO: Title of who is responsible for the corrective action and ongoing compliance. Title of who approved the action, policy, or procedure. Title of who was trained.

The Senior VP of Patient Care Services is ultimately responsible for the corrective action and overall and ongoing compliance.

WHAT: A description of the action taken, of the policy or process and how the element of performance was addressed.

In-services were provided for the Nursing staff regarding the policy for labeling solutions and multidose vials. Emphasis placed on labeling with the expiration date.

WHEN: A date of when each action, policy, procedure, and/or training was completed.

Inservices were provided for the Nursing staff regarding the policy for labeling solutions and multidose vials beginning March 6th, and continued through April 26th, 2013.

HOW: A description of how the policy or process was implemented.

To evaluate ongoing compliance, unit based data will be collected monthly regarding labeling of solutions and dating of multidose vials.

Close Print

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Program: HAP Standard: MM.03.01.01 EP: 4

Evaluation Method:

(This display is not editable)

Random audits of solutions and multidose vials being labeled with expiration dates will be done for 4 consecutive months. 50 solutions and multidose vials per month will be audited. The denominator will equal the number of vials observed. The numerator will equal the number of solutions and multidose vials correctly labeled with the expiration date. The audit results will be reported monthly to the Hospital Quality Improvement Committee, the Quality Care Committee and to the Board of Governors.

Close Print

SSMC

Program: HAP Standard: MM.05.01.07 EP: 4

Corrective Action Taken:

(This display is not editable)

WHO: Title of who is responsible for the corrective action and ongoing compliance. Title of who approved the action, policy, or procedure. Title of who was trained.

The Pharmacy Administrator is ultimately responsible for the corrective action and for overall and ongoing compliance.

WHAT: A description of the action taken, of the policy or process and how the element of performance was addressed.

On March 25th Nursing and Pharmacy met to develop a timeline for changes with the Medication Admix program in order to reduce the Number of IV compounding done by Nursing. Pharmacy expanded their services to include an increase in compounding of IV products. The list of medications given by Nursing was revised to include Pharmacy additions. On 4/8/2013 the Pharmacy implemented the first change which included compounding High Risk medications and antibiotics. All High Risk medications are compounded by the Pharmacy during hours of operation. Medications that are emergent and/or have a short shelf life are mixed by Nursing when the Pharmacy is unavailable. In each medication room a countertop space has been designated for mixing medications. As of April 18th, the Pharmacy began the process of removing vials of IV medications from the Nursing Units and was replaced with premixed bags. Additional Pharmacy staff will be hired to facilitate compounding of IV products. Hiring process will be completed by July 1st, 2013. Pharmacy staff was informed of expansion of services and changes in the Admix program at the April Pharmacy Staff meeting. In-service education regarding the revision to the Admix program was provided to the Nursing staff through April 26th, 2013.

WHEN: A date of when each action, policy, procedure, and/or training was completed.

Pharmacy expansion of services as of April 8th, 2013. Admix policy revised April 8th, 2013. Removal of IV medication vials began April 18th, 2013; Countertop space designated in each medication room April 26th, 2013. New employee hiring process will be completed by July 1st, 2013. Pharmacy staff informed of expansion of services and changes in the Admix policy at the Pharmacy April Staff meeting. In-service education was provided to the nursing staff regarding changes in the Admix policy staff began on April 8th and continued through April 26th, 2013.

HOW: A description of how the policy or process was implemented.

The Pharmacy will report on a monthly basis to the Medication Safety Committee a review of the number of IV medications and the name of medications mixed by Nursing during hours of operation and when the Pharmacy is closed. Reports will facilitate identifying IV medications mixed by the Nursing Staff and will prompt investigating why this occurred. Compliance will be sustained by observing practice to ensure the policy is being adhered to. The Nursing Care Coordinator of each unit will observe nurses use of designated countertops for mixing medications and cleaning in between use. Compliance will be sustained by observing practice to ensure the policy is being adhered to.

Close Print